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10 AS YOU SOW

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 CITY AND COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

13 AS YOU SOW,

14 Plaintiff,

15 vs.

16 VITACOST.COM, INC., doing business as
17 NUTRACEUTICAL SCIENCES INSTITUTE,

18 Defendant.

Case No. CGC-08-478195

[PROPOSED] CONSENT JUDGMENT

19 This Consent Judgment is entered into by and between As You Sow (“Plaintiff”) and
20 Vitacost.com (“Defendant”) and shall be effective upon entry (the “Effective Date”) by the court.
21 Plaintiff and Defendant (each a “Party” and collectively, “the Parties”) agree to the terms and
22 conditions set forth below. This Consent Judgment applies solely to products manufactured,
23 distributed or sold under the Nutraceutical’s Science Institute (NSI), Walker Diets, Smart Basics
24 and Cosmesutical Sciences Institute (CSI) brands and set forth on Exhibit A (or properly added to
25 Exhibit A subsequent to the Effective Date, as more fully described herein below), and does not
26 apply to any other branded product lines manufactured, distributed or sold by Defendant.

27 **1. INTRODUCTION**

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

[PROPOSED] CONSENT JUDGMENT

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

3 1.2 Defendant directly or indirectly sells finished herbal products for ingestion to
4 California consumers under the Nutraceutical's Science Institute (NSI), Walker Diets, Smart
5 Basics and Cosmesutical Sciences Institute (CSI) branded product lines. Plaintiff alleges that
6 certain of the products contain lead, a chemical listed by the State of California as known to
7 cause cancer and reproductive toxicity pursuant to the Safe Drinking Water and Toxic
8 Enforcement Act of 1986 ("Proposition 65"), California Health and Safety Code § 25249.5 et
9 seq.; Title 27, California Code of Regulations § 25000 et seq. For purposes of this Consent
10 Judgment only, each of the products is deemed to be a "food" within the meaning of Title 27,
11 California Code of Regulations § 25501.

12 1.3 The specific Nutraceutical's Science Institute (NSI), Walker Diets, Smart Basics
13 and Cosmesutical Sciences Institute (CSI) products Plaintiff alleges contain lead and which are
14 covered by this Consent Judgment as of the Effective Date are set forth in Exhibit A hereto (the
15 "Products"). Any products not set forth in Exhibit A hereto are not subject to the injunctive
16 provisions herein, except as specifically provided in Section 9: *New Products*, and are not
17 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; and (b)
20 on October 1, 1992, the State of California listed the chemicals lead and lead compounds as
21 chemicals known to cause cancer.

22 1.5 Beginning on February 27, 2008 and again on or about November 5, 2008,
23 Plaintiff served on Defendant and each of the appropriate public enforcement agencies "60-Day
24 Notices" that provided Defendant and the public enforcement agencies with a notice alleging that
25 Defendant was in violation of Proposition 65 for failing to warn the purchasers and individuals
26 using the Products that the use of the Products exposes them to certain chemicals known to the
27 State of California to cause cancer and/or reproductive toxicity (each, a "60-Day Notice"). A
copy of each such 60-Day Notice issued to Defendant is attached hereto as Exhibit B. Defendant

1 stipulates for the purpose of this Consent Judgment only that the 60-Day Notices sent to it are
2 adequate to comply with Title 27, California Code of Regulations §25903.

3 **1.6** On August 4, 2008, Plaintiff filed a Complaint (the "Action") in San Francisco
4 Superior Court, alleging violations of Proposition 65. Plaintiff brings the Action in the public
5 interest. Plaintiff has provided 60-Day Notice(s) to Defendant and the appropriate public
6 enforcement agencies and none of the public enforcement agencies has commenced and begun
7 diligently prosecuting an action against Defendant for such alleged violations.

8 **1.7** For purposes of this Consent Judgment, each Party stipulates that venue is proper
9 and that this Court has subject matter jurisdiction over the allegations contained in the Action.
10 Defendant stipulates it employs ten (10) or more employees and employed ten (10) or more
11 employees for one year prior to the date of the first 60-Day Notice Letter. The Parties enter into
12 this Consent Judgment to settle disputed claims between them and to avoid prolonged litigation.
13 By execution of this Consent Judgment, Defendant does not admit any facts, violations of law,
14 conclusions of law, the applicability of Proposition 65, or the applicability or violation of any
15 other law or standard governing warnings or disclosures in connection with the manufacture,
16 packaging, labeling, distribution and/or sale of the Products. Except for the stipulations made in
17 Sections 1.5 and 1.7 by Defendant, nothing in this Consent Judgment shall be construed as an
18 admission by Defendant of any fact, issue of law, conclusion of law, or violation of law, nor shall
19 compliance with this Consent Judgment constitute or be construed as an admission by Defendant
20 of any fact, issue of law, conclusion of law, or violation of law. Except for the stipulations made
21 in this Section 1.7 by Plaintiff, nothing in this Consent Judgment shall be construed as an
22 admission by Plaintiff of any fact, issue of law, conclusion of law, or violation of law, nor shall
23 compliance with this Consent Judgment constitute or be construed as an admission by Plaintiff of
24 any fact, issue of law, conclusion of law, or violation of law.

25 **1.8** Except as expressly provided herein, nothing in this Consent Judgment shall
26 prejudice, waive or impair any right, remedy or defense any Party may have in any other or
27 further legal proceeding. This paragraph shall not diminish or otherwise affect the obligations,
responsibilities, and duties of any Party to this Consent Judgment. This Consent Judgment is a

1 full and final settlement of all claims that were raised in the Action, or which could have been
2 raised in the Action arising out of the facts or conduct alleged therein. In the unlikely event that
3 Vitacost is sued again for violations of Proposition 65 for lead levels in any of the covered
4 products, and they have been in full compliance with this Consent Judgment, As You Sow will
5 take steps to appear and defend the reasonableness of all provisions contained in this Consent
6 Judgment and will defend its *res judicata* effect; however this shall not impose any duty to
7 indemnify or otherwise make pecuniary obligations on the part of AYS.

8 2. INJUNCTIVE PROVISIONS

9 2.1 **Defendant's Duty To Ascertain The Lead Content of Products On Or Before**
10 **Sixty Days Following the Effective Date.** On or before sixty (60) days following the Effective
11 Date, Defendant shall ascertain the concentration of lead in each of the Products as follows.

12 2.1.1 **Lead Testing Protocol.** To ascertain a Product's concentration of lead,
13 Defendant shall test the Product (or rely on testing of the Product by others provided it is
14 undertaken in the manner set forth herein), using inductively coupled plasma mass spectrometry
15 ("ICP-MS") under the protocol set forth in EPA Method 6020 as set forth in this Section 2.1.

16 2.1.2 **Additional Testing Protocols.** In the event that equally or more accurate
17 testing methods are developed or identified and accepted by the scientific community as accurate
18 enough to allow for detection and quantification of lead to ascertain compliance under this
19 Consent Judgment, any Party shall have the right to move the court to modify this Consent
20 Judgment as set forth in Section 8 herein, to allow testing by such equally or more accurate testing
21 method in addition to the methods authorized herein.

22 2.1.3 **Approved Laboratories.** Product or raw material testing may be
23 undertaken at Defendant's in-house laboratories or by third-party testing laboratories; however, all
24 third-party laboratory testing shall be performed only at laboratories that are certified, accredited,
25 or registered by an agency of the United States, Canada, California or another State of the United
26 States or Province of Canada, including but not limited to the U.S. Environmental Protection
27 Agency, the U.S. Food and Drug Administration, or the California Department of Health Services,
for the purposes of administering the specific protocol used in such testing. If a given agency does

1 not certify specific protocols for testing for lead in dietary supplements, the certification,
2 accreditation or registration customarily bestowed upon laboratories testing dietary supplements or
3 ingredients in dietary supplements for lead in accordance with that agency's standards shall be
4 required; if no such agency standards exist specifically for dietary supplements, then the standards
5 for foods shall be required.

6 **2.1.4 Sampling Protocol For Lead Content.** In fulfilling its duty to ascertain
7 the concentration of lead in each Product, Defendant may at its option, test (or rely on testing of
8 the Product by others) Representative Samples of the finished Products, or test (or rely on testing
9 of raw materials by others) Representative Samples of each of the raw materials comprising the
10 finished Product(s). Any results relied upon must use the analytical methods and sampling
11 requirements specified herein, except that a Defendant (or a laboratory conducting tests for
12 Defendant) may modify or adjust an analytical method if necessary to ensure accurate results in
13 light of the nature, composition, quantity, or other characteristic of the test specimen, the nature of
14 the test, or the specific equipment being used to conduct the test so as to enhance the quality and
15 reliability of the test results. If Defendant (or a laboratory conducting tests for Defendant)
16 modifies or adjusts any analytical method specified in this Consent Judgment, in the event of an
17 enforcement action by Plaintiff under this Consent Judgment contesting such modification or
18 adjustment, Defendant shall bear the burden of showing by a preponderance of the evidence that
19 the modification or adjustment was (a) necessary, appropriate and reasonable under the
20 circumstances; and (b) fully consistent with generally accepted scientific principles and practices
21 concerning analytical testing and test methods for Metals in foods, including dietary supplements.
22 The terms of Section 2 shall apply to all finished Product units listed on Exhibit A if and when
23 such Product units are manufactured by or for Defendant after the Effective Date.

24 **2.1.5 Representative Sampling.**

25 (a) Finished Products. "Representative Sampling" as used herein shall mean with respect
26 to the testing of finished Products, any of the following, at Defendant's option: (a) testing of two
27 (2) or more samples, each from a different final Product of the most recent manufacturing,
labeling or processing lot or batch ("Manufacturing Lot") of that Product; or (b) testing of one (1)

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1 sample from the most recent Manufacturing Lot of a Product, provided that the one sample
2 actually tested is a composite of three (3) or more samples taken from three (3) or more final
3 Products from such Manufacturing Lot of that Product. Each of the three (3) or more samples
4 taken from three (3) or more final Products must be equal to the other samples (e.g., 4 capsules
5 taken from each of three final Products, or 1 gram taken from each of three final Products).

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

12 (c) First Two Year's Frequency of Sampling. During each of the two years after the
13 Effective Date, for purposes of documenting compliance with Sections 2.2, 2.4 and 9 of this
14 Consent Judgment after sixty (60) days from the Effective Date, Defendant shall conduct (or have
15 conducted on its behalf) Representative Sampling of each Product meeting the definition of either
16 Section 2.1.5(a) or 2.1.5(b), or any combination of the two, as Defendant shall elect in its sole
17 discretion. The Parties agree that this frequency of Representative Sampling of each Product for
18 the first two years after the Effective Date shall be the minimum amount of sampling required
19 under this Consent Judgment. Defendant shall retain laboratory test data documenting the
20 foregoing Representative Sampling with respect to each Product Defendant ships for sale to
21 California between the Effective Date and the second anniversary of the Effective Date. Such
22 laboratory test data for the initial two year testing period shall be retained for at least four years
23 from the date of testing.

24 (d) Sampling Frequency After Second Anniversary of Effective Date. After the second
25 anniversary of the Effective Date, Defendant shall conduct (or have conducted on its behalf)
26 Representative Sampling on raw materials or finished Products, as the case may be, but
27 Defendant may adjust the frequency of the sampling regime set forth in Section 2.1.5(c). Any
adjustments to the sampling regime shall be sufficient to allow Defendant to continue to

1 accurately determine levels of lead in Products or in raw materials. Any adjustments to the
2 sampling regime shall be based upon Defendant's consideration of the following factors: (i)
3 existing data, (ii) the variability of lead levels in a raw material or in a Product, as documented
4 through testing, (iii) the predictability of the distribution of the range of lead levels in a raw
5 material, based on prior laboratory test data, (iv) the amount of a raw material used in a finished
6 Product, and (v) other relevant considerations. In any proceeding to enforce this Consent
7 Judgment, Defendant bears the burden of showing by a preponderance of the evidence that any
8 testing regime adopted under this Section 2.1.5(d) is reasonable and is sufficient to accurately
9 determine lead levels in raw materials or finished Products. This Section 2.1.5(d) governs the
10 frequency of sampling, and does not alter the definitions of Representative Sampling set forth in
11 Sections 2.1.5(a), or (b), or the testing protocols set forth herein. Defendants are not limited to
12 providing only Representative Sampling data to Plaintiff in the event Plaintiff conducts
13 compliance monitoring under Section 2.1.6 or otherwise moves to enforce this Consent Judgment.

14 **2.1.6 Compliance Monitoring.** At any time following 60 days after the
15 Effective Date, Plaintiff may request that Defendant provide, within thirty-five (35) days of the
16 date of its request, documentation supporting the sale in California of any Product without the
17 health hazard warnings specified in this Consent Judgment. For the first two years after the
18 Effective Date, such requests may be made with respect to as many as twenty-five (25) percent,
19 annually, of the number of Products listed on Defendant's then current list of Products subject to
20 this Consent Judgment, up to a maximum of twenty (20) requests in total for the year, concerning
21 up to twenty (20) different Products in that year. After year two after the Effective Date, Plaintiff
22 may request information on no more than ten (10) percent, annually, of the number of Products
23 listed on Defendant's then current list of Products subject to this Consent Judgment, up to a
24 maximum of ten (10) requests in total for the year, concerning up to ten (10) different Products in
25 that year. After year three after the Effective Date, Plaintiff shall not be entitled to request
26 information pursuant to this Section 2.1.6, unless a violation of this Consent Judgment previously
27 was established within the three years preceding the date of the Plaintiff request, in which case
Plaintiff shall be entitled to tender up to twelve (12) requests in total for information respecting up

1 to twelve (12) different Products for up to one more year after the date of Plaintiff's request. For
2 any Product for which Plaintiff's request for such documentation is not provided within sixty (60)
3 days of the date of the request, such Product will be deemed sold in violation of this Consent
4 Judgment as to all sales in California of that Product after the date of Plaintiff's request through
5 the date upon which such documentation is received by Plaintiff and therefore will be subject to
6 the provisions of Section 3.1; provided, however, that Defendant's mere contesting of any
7 assertion by Plaintiff concerning inadequacies in the documentation produced to Plaintiff shall not,
8 in and of itself, be deemed a violation of this Section 2.1.6. For Plaintiff to establish a violation of
9 this Section, the documentation provided or other documentation must show that a health hazard
10 warning was required under this Consent Judgment. Violations of this Section 2.1.6 may be
11 enforced as specified hereinbelow and are not exclusive of other remedies, if any, available to
12 Plaintiff.

13 **2.1.7 Limited Exemptions from Testing.** Defendant need not test (or have
14 tested on its behalf) all excipients, fillers, flavors, colors, binders or other ingredients of uniform
15 manufacture or consistently uniform high purity ("Standardized Ingredients") if it reasonably and
16 in good faith believes, after conducting the research and analysis described below, that it can
17 demonstrate, with admissible evidence, such Standardized Ingredients do not contain lead at levels
18 that might cause or contribute to a violation of this Consent Judgment. Defendant's good faith
19 belief shall be based on periodic laboratory test data, vendor certifications, or other such
20 reasonable and appropriate information including consideration of the reliability and consistency
21 of the supplier, the nature of the ingredient, the amount used and other relevant scientific factors.
22 Defendant periodically shall monitor and evaluate such Standardized Ingredients for lead levels.
23 In the event that Plaintiff should move to enforce this Consent Judgment, Defendant bears the
24 burden of establishing by a preponderance of the evidence that any failure to test a Standardized
25 Ingredient for lead content was reasonable and in good faith, and must produce all such supporting
26 evidence in the context of the meet and confer process concerning enforcement of this Consent
27 Judgment contemplated under Section 8.1 herein. Defendant's failure to test a Standardized
Ingredient for lead content, in the absence of a reasonable and good faith belief that such

1 ingredient does not contain lead at levels that might cause or contribute to a violation of this
2 Consent Judgment, shall constitute a material breach of this Consent Judgment and be subject to
3 stipulated civil penalties as provided for herein if such failure to test causes or contributes to a
4 failure to provide a warning when required under Section 2.2 or causes or contributes to a
5 violation of Section 2.4 of this Consent Judgment.

6 **2.1.8 Product or Ingredient Specifications.** On or before the date that is sixty
7 (60) days after the Effective Date, Defendant shall establish, at its option, either: (a) specifications
8 for the lead content of all raw materials used in the Products, or (b) specifications for the lead
9 content in finished Products. Defendant shall not use raw materials which fail to meet the lead
10 specifications Defendant established for raw materials used in the manufacture of Products.
11 Defendant shall not ship for sale or use in California Products which fail to meet Defendant's
12 specifications for lead content in finished Products, unless such Products meet all terms of this
13 Consent Judgment, including the warning obligations in Section 2 and Section 9. Defendant may
14 from time to time adjust specifications for raw materials or for finished Products.

15 **2.1.9 Purchase of Testing Equipment.** On or before the date that is sixty (60)
16 days after the Effective Date, Defendant shall commence acquisition of an Inductively Coupled
17 Plasma Mass Spectrometer Varian 820 ICP-MS (Three Phase), recirculation chiller, SPS3
18 Autosampler, computer, monitor, software included and related digestion block and Cary 100 Bio
19 Spectrophotometer Series II Detector plus Cary WinUV Bio Suite operating software, Reference
20 Standards and NIST standards for USP testing for the purpose of providing in house testing for
21 lead. In compliance with this Consent Judgment, Defendant may utilize outside laboratories as
22 well.

23 **2.2 Provision of Clear and Reasonable Warnings.**

24 **2.2.1 On-Product Warnings.** On or before the date that is sixty (60) days
25 following the Effective Date, Defendant shall permanently cease and no longer ship for sale or use
26 in California any Products (as defined in Sections 1.3 and 9.1) which require a warning under the
27 terms of this Consent Judgment, unless each individual Product (in the form intended for sale to

1 the end-user) bears one of the warning statements specified below on its individual unit label or
2 unit packaging:

3 (a) (i) Subject to Sections 2.3 and 2.4, if use or consumption of the Product in
4 accordance with Defendant's label directions results in an exposure exceeding 0.50
5 micrograms/day of lead, then the warning shall state the following:

6 **WARNING: The use of this product will expose you to lead, a
7 substance known to the State of California to cause birth defects or other
8 reproductive harm.**

9 (ii) Subject to Sections 2.3 and 2.4, if use or consumption of the Product in
10 accordance with Defendant's label directions results in an exposure exceeding 0.50
11 micrograms/day of lead, and such use or consumption of the Product also results in
12 exposure to one or more additional reproductive toxicants for which a warning is
13 required to comply with Proposition 65, then the warning shall state the following:

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

17 (iii) Subject to Sections 2.3 and 2.4, if use or consumption of the Product in
18 accordance with Defendant's label directions results in an exposure exceeding 0.50
19 micrograms/day of lead, and such use or consumption of the Product also results in
20 exposure to one or more carcinogens for which a warning is required to comply
21 with Proposition 65, then the warning shall state the following:

22 **WARNING: The use of this product will expose you to lead, and other
23 substances known to the State of California to cause cancer and birth defects
24 or other reproductive harm.**

25 (b) The warning statement shall be prominent and displayed on the label or packaging of
26 each Product with such conspicuousness, as compared with other words, statements, or designs,
27 so as to render it likely to be read and understood by an ordinary individual prior to purchasing or
using the Product. The warning statement shall be printed on the label or packaging in a font size

1 no smaller than any other precautionary statements or warnings printed on the Product's label or
2 packaging.

3 **2.2.2 Additional Warnings Concerning Mail Order & Internet Sales.** If a
4 Defendant sells a Product that requires a warning under this Consent Judgment, by mail order or
5 over the Internet to a purchaser in the State of California on or after the date that is sixty (60) days
6 after the Effective Date, the following additional requirements shall apply.

7 (a) For such mail order sales, the warning language required under this Consent Judgment
8 shall also be included in the mail order catalogue, either on the same page as any order form, or
9 on the same page(s) upon which the Product's price is listed, in the same type size as the
10 surrounding, non-heading text (this requirement shall be applicable only to all catalogues
11 featuring Products printed after the Effective Date). If Defendant determines, after a mail order
12 catalogue is printed, that a Product featured therein requires a warning under this Consent
13 Judgment, Defendant may provide a warning in compliance with Section 2.2.1 until the next
14 printing of a mail order catalogue featuring that Product.

15 (b) For such Internet sales, the warning language required under this Consent Judgment
16 shall be displayed in the same type size as the surrounding, non-heading text, either: (a) on the
17 same page upon which the Product is displayed or referenced; (b) on the same page as the order
18 form for the Product; (c) on the same page as the price for the Product is displayed; or (d) in a
19 dialogue box (which cannot be suppressed by "pop up" box blocking software) which appears
20 when a California address for delivery is provided by the consumer, so long as the dialogue box
21 appears prior to the completion of the internet sale and requires the consumer to affirmatively
22 accept receipt of the warning set forth in the dialogue box (which shall be displayed in the same
23 type size as the surrounding, non-heading text on the screen at the time of the appearance of the
24 dialogue box), as a condition precedent to completing the sale.

25 **2.3 Exceptions To Warning Requirements.** No Product that meets each of the
26 following criteria shall require a warning pursuant to this Consent Judgment:
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2.3.1 For Lead Warnings, Exposure Below “No Observable Effect Level.”

Use or consumption of a Product causes total daily exposure¹ to lead of less than 0.5 micrograms when consumed or used in accordance with the Defendant’s label directions, excluding any naturally occurring lead, as defined for purposes of this Consent Judgment in Section 2.3.2 (“Naturally Occurring Lead”), in such Product. Prior to shipment for sale to California consumers, Defendant shall provide consumer use instructions on the label or packaging of each individual Product unit (in the form intended for sale to the end-user). If the consumer use instructions include a range of consumption levels (e.g., “take 2 to 4 tablets daily”), then for purposes of determining compliance with Sections 2.2, 2.4, 9 and otherwise under this Consent Judgment, the highest dose instructed shall be the dose.

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

(a) Initial Naturally Occurring Lead Level. Unless a Product contains a warning in compliance with this Consent Judgment, the initial Naturally Occurring Lead level in any Product subject to this Consent Judgment (as set forth in Exhibit A hereto) Defendant ships for sale or use in California after the date that is sixty (60) days following the Effective Date, shall not, if listed in Section 1 of Exhibit A hereto, exceed a concentration that will result in 2.25 micrograms lead ingested/day as per, or shall not, if listed in Section 2 of Exhibit A hereto, exceed a lead concentration of 2.0 micrograms per gram of ingested material, assuming the Product is used or consumed in accordance with the Defendant’s consumer use instructions. Products where the concentration results in lead levels that exceed: (i) this initial 2.25 micrograms ingested level; (ii) this initial concentration of 2.0 micrograms per gram of ingested material; or (iii) any future Naturally Occurring Lead level subsequently established pursuant to this Consent Judgment (plus an additional 0.5 micrograms lead as allowed by regulation and under Section 2.3.1), shall be subject to the warning requirements set forth in Sections 2.2.1, 2.2.2 and 9 herein, unless

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

1 Defendant can show by a preponderance of the evidence that all lead in such Products (except 0.5
2 micrograms ingested in a daily dose) is naturally occurring per 27 Cal. Code Reg. § 25501. If
3 Defendant in the future elects to make a showing that more than 2.25 micrograms of lead in the
4 daily dose (or more than 2.0 micrograms per gram of ingested material, depending upon whether
5 the product is listed under Section 1 or Section 2 of Exhibit A) is naturally occurring, Defendant
6 agrees to provide all information on which it relies to support such a showing to Plaintiff in the
7 context of the meet and confer process concerning enforcement of this Consent Judgment
8 contemplated under Section 8.1 herein. Defendant's failure to produce complete information
9 during the meet and confer process, or Defendant's failure to establish to the Court, based on
10 such information, by a preponderance of the evidence, that lead in excess of 0.5 micrograms in a
11 daily dose, plus Naturally Occurring Lead, is naturally occurring under the criteria in 27 Cal.
12 Code Reg. § 25501 shall constitute a material breach of this Consent Judgment and be subject to
13 stipulated civil penalties as provided for herein if a Product which requires a health hazard
14 warning under this Consent Judgment was sold in California without such warning. Nothing in
15 this Section 2.3.2 constitutes a waiver of Defendant's right to establish, in accordance with the
16 procedures set forth in Sections 2.3.2 and 8.1, that levels of metals other than lead are naturally
17 occurring under the criteria of 27 Cal. Code Reg. § 25501. The Parties agree that the initial 2.25
18 micrograms per day and the 2.0 micrograms per gram concentration of Naturally Occurring Lead
19 levels is the result of negotiations and a review of the available information and shall be
20 applicable to the Products subject to this Consent Judgment and shall have no application to other
21 products.

22 (b) Evaluation of Future Naturally Occurring Lead Levels. In recognition of the
23 possibility that the "lowest level feasible" of lead may change over time, the Parties agree that for
24 at least three years after the Effective Date, Defendant shall have the right to tender a statement of
25 determination to AYS as to whether an adjustment to the Naturally Occurring Lead level can be
26 supported by a preponderance of the evidence. If tendered, such statement of determination shall
27 be tendered to AYS on or before December 31st for the years 2009, 2010 and 2011. Such a
determination respecting the Naturally Occurring Lead level shall be made in good faith and be

1 based on Representative Sampling and "Feasibility." "Feasibility" for purposes of this Consent
2 Judgment shall mean consideration of the following: (1) the availability and reliability of a
3 supply to Defendant of raw materials in question; (2) the reasonable cost to Defendant of
4 Products or raw materials therein; (3) any resulting unreasonable increase in cost to a Defendant
5 to procure a Product or raw materials with lower levels of lead; (4) performance characteristics,
6 including formulation, performance, safety, taste, efficacy and stability, of any raw materials or
7 finished Product; (5) the lawfulness of alternatives (no alternative shall result in a violation of
8 law, or a breach of a standard of identity); and (6) other relevant and reasonable considerations.

9 If upon determination of Defendant a change in the Naturally Occurring Lead level is warranted
10 under the criteria above, then Defendant within sixty (60) days of the statement date may proceed
11 to modify this Consent Judgment in accordance with Section 8 herein. Defendant's obligations
12 under this Section 2.3.2(b) are without prejudice to any rights of Plaintiff under Section 8 or
13 otherwise herein. If either Party seeks to modify the initial or any subsequently established
14 Naturally Occurring Lead level as defined herein, such modification shall only be effective upon
15 an order by the Court, after a noticed motion, notice of which motion shall be served on the
16 Office of the Attorney General at least forty-five (45) days prior to the hearing date, and which
17 motion shall include the information supporting the request for modification.

18 (c) Defendant also shall be entitled to exclude from the calculation of the daily lead
19 exposure the amount of naturally occurring lead in the following non-herbal ingredients only, if
20 used in a Product: calcium, ferrous fumarate, zinc oxide, magnesium oxide, magnesium chloride,
21 magnesium hydroxide, zinc gluconate and potassium chloride. The amount of lead in each of
22 these ingredients deemed naturally occurring shall be conclusively and irrefutably presumed to be
23 the amount of lead that would be deemed naturally occurring under the consent judgment entered
24 on November 11, 1998 in *People v. Warner Lambert*, San Francisco Superior Court Case No.
25 984403.

26 **2.3.3 Conditions Under Which "Naturally Occurring" Allowance For Lead**

27 **Applies.** For purposes of compliance with this Agreement, Defendant shall be required to adhere
to 27 Cal. Code Reg. § 25501 and Defendant shall be entitled to exclude the amount of lead

1 specified in Section 2.3.2 pursuant to the provisions of this Agreement. Defendant shall bear the
2 burden of proof in establishing, by a preponderance of the evidence that, with respect to each
3 Product unit subject to an enforcement proceeding, the conditions specified in this Section 2.3.3
4 have been satisfied.

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

10 **3. CIVIL PENALTIES**

11 **3.1 Stipulated Civil Penalties For Future Violations of This Agreement.**

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

24 **3.2 Civil Penalty Assessment.** In recognition of Defendant's commitment to
25 purchase product testing equipment pursuant to Section 2.1.9 above, Defendant shall pay a
26 reduced civil penalty in the amount of \$12,000 to Plaintiff, pursuant to Health & Safety Code
27 § 25249.7(b). Plaintiff shall remit 75% of this amount to the State of California pursuant to
Health & Safety Code § 25249.12(b).

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

2 Defendant shall make a payment in lieu of additional penalties in the amount of \$98,000 to
3 Plaintiff. Plaintiff shall forward at least one-half of these funds to California non-profit groups to
4 reduce exposures to toxic chemicals, and to increase consumer, worker and community awareness
5 of the health hazards posed by toxic chemicals. Any remaining funds shall be deposited in the As
6 You Sow Foundation Environmental Enforcement Fund and shall be used to reduce exposures to
7 toxic chemicals, and to increase consumer, worker and community awareness of the health
8 hazards posed by toxic chemicals. In deciding among the grantee proposals, the As You Sow
9 Board of Directors ("Board") takes into consideration a number of factors, including: (1) the
10 nexus between the alleged harm in the underlying case(s), and the grant program work; (2) the
11 potential for toxics reduction, prevention, remediation or education benefits to California
12 residents from the proposal; (3) the budget requirements of the proposed grantee and the alternate
13 funding sources available to it for its project; and (4) the Board's assessment of the grantee's
14 chances for success in its program work. Plaintiff shall ensure that all funds will be disbursed and
15 used in accordance with Plaintiff's mission statement, articles of incorporation, and bylaws and
16 applicable state and federal laws and regulations within one year of receipt. On or before sixty
17 (60) days after the Effective Date, Defendant shall order and commence the expenditure of at
18 least \$300,000 for the acquisition, installation, calibration, worker training, and related start up
19 costs associated with the testing equipment identified in Section 2.1.9.

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

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

23 **4.1 Reimbursement of Plaintiff's Investigative, Expert and Legal Fees and Costs.**

24 Defendant shall reimburse Plaintiff in the amount of \$40,000 for Plaintiff's reasonable
25 investigative, expert, and legal fees and costs incurred as a result of investigating and negotiating
26 a settlement in the public interest.
27

1 **5. PAYMENT OBLIGATIONS**

2 **5.1** Pursuant to Sections 3.2, 3.3 and 4.1 herein, Defendant agrees to remit the total
3 amount of \$150,000 to Plaintiff, payable to "As You Sow" (Employer Identification Number 94-
4 3169008) as follows: (a) an initial payment of \$25,000 within fifteen days of the Effective Date of
5 this Consent Judgment; (b) the balance of \$125,000 due in five equal months installments of
6 \$25,000 each, beginning on February 1, 2009 and continuing on March 1, 2009; April 1, 2009;
7 May 1, 2009; and June 1, 2009 until fully paid. In the event that any payments owed by
8 Defendant under this Consent Judgment is not remitted to Plaintiff or post-marked on or before its
9 due date, Defendant shall be deemed to be in default of its obligations under this Consent
10 Judgment. Plaintiff shall provide written notice to Defendant of any default; if Defendant fails to
11 remedy the default within two (2) business days of such notice, then all future payments due
12 hereunder shall become immediately due and payable, with the prevailing federal funds rate
13 applying to all interest accruing on unpaid balances due hereunder, beginning on the due date of
14 the funds in default.

15 **6. RELEASE OF LIABILITY**

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

27 **6.2 Release of Liability of Plaintiff.** Defendant waives all of its rights to institute any
claim, or form of legal action against Plaintiff, its officers, directors, employees, agents, attorneys

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1 and representatives (the "Plaintiff Releasees") for all actions or statements made or undertaken by
2 the Plaintiff Releasees in the course of seeking enforcement of Proposition 65 through the Action.

3 **7. CONSENT JUDGMENT**

4 **7.1 Consent Judgment.** Upon execution of this [Proposed] Consent Judgment by all
5 Parties, Plaintiff shall promptly notice a Motion for Approval & Entry of Consent Judgment in
6 the San Francisco Superior Court pursuant to Title 11, Cal. Code of Regs. §3000, *et seq.* This
7 Motion shall be served upon all of the Parties to the Action and upon the California Attorney
8 General's Office. In the event that the Court fails to approve and order entry of the judgment, this
9 Consent Judgment shall become null and void upon the election of any Party as to them and upon
10 written notice to all of the Parties to the Action pursuant to the notice provisions herein. If this
11 Consent Judgment becomes null and void, or is not approved by the Court within one hundred
12 and eighty (180) days of its execution by all Parties, Plaintiff shall refund all sums paid by
13 Defendant pursuant to Sections 3.2, 3.3 and 4.1 within fifteen (15) days of written notice to
14 Plaintiff by Defendant that a refund is due. Defendant and Plaintiff shall use best efforts to
15 support entry of this Consent Judgment in the form submitted to the Office of the Attorney
16 General. If the Attorney General objects in writing to any term in this Consent Judgment, the
17 Parties shall use best efforts to resolve the concern in a timely manner and prior to the hearing on
18 the motion to approve this Consent Judgment. If the Parties cannot resolve an objection of the
19 Attorney General, then AYS and Defendant shall proceed with seeking entry of an order by the
20 court approving this Consent Judgment in the form originally submitted to the Office of the
21 Attorney General, or in such other form as the Parties shall mutually agree upon after
22 consideration of any comments of the Attorney General. If the Attorney General elects to file a
23 notice or motion with the Court stating that the People shall appear at the hearing for entry of this
24 Consent Judgment so as to oppose entry of the Consent Judgment, then a party may withdraw
25 from this Consent Judgment prior to the date of the hearing, with notice to all parties and the
26 Attorney General, and upon such notice this Consent Judgment shall be null and void and any
27 sums paid hereunder shall be returned to Defendant within fifteen (15) days of the date of the
notice. If the Attorney General files a notice of appeal of this Consent Judgment, then a party

1 may withdraw from this Consent Judgment within forty-five (45) days of the People's notice of
2 appeal and this Consent Judgment shall be null and void ab initio five (5) days after notice of the
3 withdrawal and any sums paid hereunder shall be returned to Defendant within fifteen (15) day of
4 the date of voiding.

5 **7.2 Amendment To Complaint.** Upon the expiration of the 60-Day Notice issued on
6 or about November 5, 2008, and in the event that no public prosecutors have commenced diligent
7 prosecution against Defendants for such violations, the Complaint herein shall be deemed
8 amended to include all violations described in that 60-Day Notice.

9 **8. ENFORCEMENT AND MODIFICATION**

10 **8.1 Enforcement and Stipulated Civil Penalties.** In the event that a dispute arises
11 with respect to any of the provisions of this Consent Judgment, the Parties shall meet and confer
12 within twenty (20) days after any Party receives written notice of an alleged violation of this
13 Consent Judgment from another Party. In the event the affected Parties cannot resolve the
14 dispute, this Consent Judgment may be enforced pursuant to Code of Civil Procedure § 664.6 or
15 any other valid provision of law. The prevailing party in any dispute regarding compliance with
16 the terms of this Consent Judgment shall be awarded its reasonable fees and costs incurred, in
17 addition to any other relief otherwise ordered by the Court, including but not limited to civil
18 penalties assessed pursuant to Section 3 herein.

19 **8.2 Modification of Judgment - Grounds.** This Consent Judgment shall not
20 obligate Defendant to provide a health hazard warning (as described in Section 2 herein) for a
21 Product if that Product causes an exposure below the "No Significant Risk Level" or "Maximum
22 Allowable Daily Level," as those terms are defined in Proposition 65 and its implementing
23 regulations. Any such levels adopted in a final regulation or law pursuant to Proposition 65 after
24 the Effective Date shall become the standard under this Consent Judgment on the date of adoption
25 without need for formal modification of this Consent Judgment, but Defendant retains its rights
26 and obligations under Section 2.3.2. to establish naturally occurring levels of lead. The Parties
27 acknowledge that new toxicological information or exposure assessments concerning hazardous
substances and testing methodologies are continuously becoming available, and that statutory and

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

13 **8.3 Modification of Judgment – Procedure.** In the spirit of cooperation and in the
14 interests of minimizing the investigative, expert and attorneys’ fees and costs associated with
15 such a motion, the Parties agree to meet and confer in good faith as follows. Prior to filing a
16 motion pursuant to Section 8.2 herein, the Party seeking to modify the judgment shall first
17 provide the non-moving Party and the California Attorney General’s Office with any legal or
18 scientific information upon which the motion would rely. The non-moving Party and the
19 California Attorney General’s Office shall be allowed a period of forty-five (45) days to review
20 that information and to provide the moving Party with its formal written response (the Attorney
21 General’s Office’s failure to respond to this submission shall not be construed in any manner to
22 reflect any particular view, on the part of the Attorney General’s Office, of this Consent Judgment
23 or of the applicable law or science). The Parties shall then meet and confer within twenty (20)
24 days of the non-moving Party’s written response. If, after meeting and conferring, the moving
25 Party elects to proceed with a motion to amend this Consent Judgment, it may do so with proper
26 notice to the other Party and the Attorney General’s Office as required under the California Code
27 of Civil Procedure. Such a motion may be accompanied by scientific data, studies, written
declarations, and live testimony or discovery responses. In the event that the Court determines

1 that a Party seeking or opposing a motion to modify this Consent Judgment did so without
2 justification or failed to meet and confer in good faith prior to moving for such modification, the
3 other Party shall be awarded reasonable fees and costs incurred.

4 **9. NEW PRODUCTS.**

5 **9.1 New Product Testing Prior to Sale in California.** If, after the date that is sixty
6 (60) days after the Effective Date, Defendant elects to ship for sale in California any new herbal
7 products under the Nutraceutical's Science Institute (NSI), Walker Diets, Smart Basics and
8 Cosmesutical Sciences Institute (CSI) brand line, but not identified on Exhibit A hereto,
9 Defendant shall, before shipping the new product(s) for sale in California, conduct the testing set
10 forth in Section 2.1 and adhere to the requirements of this Consent Judgment with respect to such
11 new product(s). Failure to provide the warning if required under Section 2.2 shall be a violation
12 of this Consent Judgment subject to stipulated penalties in accordance with Section 3.1. Such
13 new Nutraceutical's Science Institute (NSI), Walker Diets, Smart Basics and Cosmesutical
14 Sciences Institute (CSI) branded herbal product(s) shall then be deemed Product(s) subject to all
15 of the terms of this Consent Judgment. Before the date that is sixty (60) days after the Effective
16 Date, Defendant may ship for sale to California customers new or reformulated products of the
17 type set forth in Section 1.2 that are not listed on Exhibit A, and the sales of such products shall
18 not be deemed in violation of any term of this Consent Judgment.

19 **9.2 Annual New Product Update List.** Commencing on December 31, 2009 and
20 annually on that date through and including December 31, 2011, Defendant shall provide Plaintiff
21 with an annual updated list of new Nutraceutical's Science Institute (NSI), Walker Diets, Smart
22 Basics and Cosmesutical Sciences Institute (CSI) branded Products Defendant shipped for sale or
23 use in California in the preceding calendar year for which Defendant has ascertained that
24 warnings are not required under this Consent Judgment. Defendant shall include, for each new
25 Product identified on the annual updated list, either: (a) at least one finished product test result
26 documenting the lead level in each new Product or (b) a calculation of the total lead level in the
27 Product, expressed in micrograms/day, based on Defendant's Representative Sampling data. If
Plaintiff cannot ascertain and in good faith inquires in writing as to whether a specific Product is a

1 new Product in a given year, Defendant shall promptly (and in any event within thirty-five (35)
2 days the date of AYS' request) reply to advise whether the Product is a new Product for that year
3 or is an existing Product.

4 **10. GOVERNING LAW**

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

8 **11. NOTICES**

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

12 All correspondence to Plaintiff shall be mailed to:

13 Attn: Lawrence E. Fahn, Executive Director
14 As You Sow
15 311 California Street, Suite 510
16 San Francisco, CA 94104

With a copy to:

Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
319 Pleasant Street
Petaluma, CA 94952

16 All correspondence to Defendant shall be mailed to:

17 Vitacost.com, Inc.
18 Attn: Ira Kerker/General Counsel
19 5400 Broken Sound Blvd. NW, Suite 500
20 Boca Raton, FL 33487

21 **12. INTEGRATION AND MODIFICATION**

22 **12.1 Integration & Modification.** This Consent Judgment, together with the Exhibits
23 hereto which are specifically incorporated herein by this reference, constitutes the entire
24 agreement between the Parties relating to the rights and obligations herein granted and assumed,
25 and supersedes all prior agreements and understandings between the Parties. Except as set forth
26 in Section 8, this Consent Judgment may be modified only upon the written agreement of the
27 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

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1 subsections within said section (e.g., Sections 8.1, 8.2 and 8.3), but references to specific
2 subsections (e.g., "Section 2.2.1") shall refer only to that specific subsection.

3 **13. COUNTERPARTS**

4 **13.1 Counterparts.** This Consent Judgment may be executed in counterparts, each of
5 which shall be deemed an original, and all of which, when taken together, shall constitute one and
6 the same document.

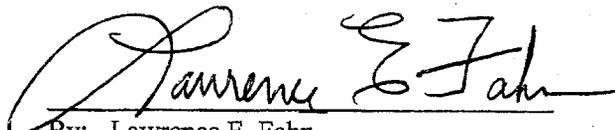
7 **14. AUTHORIZATION**

8 **14.1 Authorization.** The undersigned are authorized to execute this Agreement on
9 behalf of their respective parties and have read, understood, and agree to all of the terms and
10 conditions of this Agreement.

11 **IT IS SO STIPULATED,**

12 DATED: 11/5/08

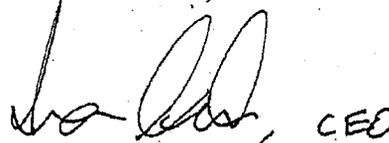
AS YOU SOW



By: Lawrence E. Fahn
Executive Director

17 DATED: 11/5/08

VITACOST.COM, INC.

 CEO

By: Ira Kerker
General Counsel

22 **IT IS SO ORDERED.**

24 DATED: _____

Judge of the Superior Court

26 EXHIBIT A – Product List
27 EXHIBIT B - Notices of Proposition 65 Violations



Exhibit A

Section 1: Products subject to Naturally Occurring Allowance of 2.25 micrograms of lead per day under maximum recommended daily dosage:

- 1
2
3 835003008360 NSI Synergy Max Multi-Vit, Ver-5 60 Packets
4 844197011216 NSI Synergy 3000 Multi- Vitamin Version 11-60 Pack
5 835003006205 NSI Turmeric Extract with BioPerine Value Pack -- 900 mg- 360
6 844197010974 Capsules each
7 835003000111 NSI Keto Burn™with Fucoxanthin -- 90 Capsules
8 835003002481 NSI Synergy Basic Multi-Vitamin Version 2 -- 60 Capsules
9 835003006533 NSI Synergy Women's Multi-Vitamin with Iron -- 240 Capsules
10 835003006540 CSI Benfotiamine -- 150 mg - 60 Capsules
11 835003006557 CSI DMAE Complex with Nutriene -- 80 mg - 60 Capsules
12 835003009022 CSI Maitake Mushroom Complex -- 350 mg - 90 Capsules
13 835003007363 NSI 42 Fruits & Vegetables -- 1400 mg - 300 Capsules
14 835003001989 NSI 5-Loxin®-AKBA Boswellia Serrata Extract -- 150 mg per
15 835003003990 serving -120 Capsules
16 835003004744 NSI ACTIValoe -- 500 mg - 60 Capsules
17 835003007271 NSI Acai Berry Extract -- 1,000 mg per serving - 60 Capsules
18 835003007882 NSI Acid Redux -- 700 mg per serving - 240 Capsules
19 835003007868 NSI ActiSlim with PinnoThin Version 2 -- 60 Licaps
20 835003006700 NSI Advan-C with Citrus Bioflavonoids -- 500 mg - 100 Capsules
21 835003006694 NSI Advan-C with Citrus Bioflavonoids -- 500 mg - 300 Capsules
22 835003008230 NSI Aged Garlic Extract with Lecithin -- 980 mg per serving - 200
23 835003004492 Capsules
24 835003007448 NSI Aged Garlic Extract with Red Yeast Rice -- 1200 mg per
25 835003006328 serving - 180 Capsules
26 835003007905 NSI Alfalfa Juice Concentrate -- 3300 mg - 180 Capsules
27 835003008094 NSI Aller-7 - 330 mg - 60 Capsules
835003007448 NSI AppleZin Ultra w/Quercetin - 1,000 mg per serving- 60
835003006328 Capsules
835003007905 NSI Artemisinin - 500 mg - 100 Capsules
835003008094 NSI Artichoke Extract - 600 mg - 60 Capsules
844197010639 NSI Artichoke Leaves - 810 mg - 120 Capsules
835003008414 NSI Ashwagandha Extract - 470 mg per serving - 120 Capsules
835003002832 NSI Astragalus 1000 mg per serving - 60 Capsules
835003007400 NSI Avena Sativa Extract Wild Oats - 750 mg - 200 Capsules
835003005307 NSI BioCore DPP IV Gluten Peptide Enzymes -100 mg -90
835003007943 Capsules
844197010608 NSI BioCosanol Policosanol - 20 mg - 120 Capsules
835003007462 NSI Black Walnut Hull - 1000 mg - 120 Capsules
844197010073 NSI Broccoli Sprout Extract BroccoPlus™-1,000 mg per
844197010677 serving - 120 Capsules
835003008339 NSI Buffered C w/Bioflavonoids Complex - 1000 mg per serving -
835003002474 250 Capsules
NSI Butterbur Extract - 75 mg - 120 Capsules
NSI Celery Seed - 1500 mg per serving- 100 Capsules
NSI Chamomile -900 mg -120 Capsules
NSI Chicken Collagen - 240 Capsules

- 1 835003003624 NSI Chlorophyllin with L-OptiZinc - 200 Capsules
- 2 835003003808 NSI Cocoa Bean Extract - 900 mg - 120 Capsules
- 3 835003003549 NSI Collon Cleanse - 200 Tablets
- 4 835003000006 NSI Coral Calcium 1,000 mg of Marine Coral Per Serving - 6
Bottles / 90 Capsules/Ea
- 5 835003009084 NSI Coral Calcium w/Magnesium Double Strength - 2000 mg -
240 Capsules
- 6 835003001255 NSI Cordyceps Mushroom Extract - 500 mg - 60 Capsules
- 7 835003009619 NSI Cranberry Extract - 400 mg - 60 Capsules
- 8 835003006977 NSI Cruciferous Vegetables & DIM with BroccoSinolate - 60
Capsules
- 9 835003009534 NSI Deodorized Garlic Ultra 18,000 - 600 mg - 90 Capsules
- 10 835003007516 NSI Echinacea - 1200 mg - 180 Capsules
- 11 835003001002 NSI EstroPower - 60 Capsules
- 12 835003003464 NSI European Bilberry Extract with Grape Skin Extract - 120
Capsules
- 13 835003004379 NSI Eyebright Complex - 120 Capsules
- 14 835003001699 NSI Ferrochel Iron - 18 mg - 120 Capsules
- 15 835003009640 NSI Ferrochel Iron 18mg 60 Capsules
- 16 835003008216 NSI FibroLift® with CoQ10 - 120 Capsules
- 17 835003008209 NSI FibroLift® with CoQ10 - 60 Capsules
- 18 835003004249 NSI ForsLean - 250 mg - 120 Capsules
- 19 835003009756 NSI ForsLean - 250 mg - 240 Capsules
- 20 835003004706 NSI GinkgoSelect Ginkgo Biloba - 360 mg - 90 Capsules
- 21 835003009763 NSI GinkgoSelect Ginkgo Biloba - 360 mg per serving - 180
Capsules
- 22 835003008643 NSI Grape Seed Extract w/ Resveratrol - 120 mg - 120 Capsules
- 23 835003006755 NSI Grape Seed Extract with Resveratrol - 120 mg - 60 Capsules
- 24 835003009558 NSI Grape Seed Green Tea Red Wine - 120 Capsules
- 25 835003003266 NSI Green Coffee Extract - 500 mg - 120 Capsules
- 26 835003002511 NSI Green Tea & Berry Blend - 120 Capsules
- 27 835003001507 NSI Green Tea Extract - 250 mg - 100 Capsules
- 835003004690 NSI GreenSelect Green Tea - 600 mg per serving - 90 Capsules
- 835003009527 NSI Gymnema Extract - 520 mg - 120 Capsules
- 835003003778 NSI Healthy Cholesterol Version 2 - 240 Capsules
- 835003002092 NSI Healthy Colon - 240 Capsules
- 835003007349 NSI High Selenium Yeast - 200 mcg - 120 Capsules
- 835003003075 NSI Holy Basil - 800 mg - 180 Capsules
- 835003000944 NSI Homocysteine Formula - 60 Capsules
- 835003003983 NSI Hoodia Glucomannan Complex - 1,000 mg - 120 Capsules
- 835003002726 NSI Hyaluronic Acid & Buffered-C - 60 Capsules
- 835003002115 NSI Hyaluronic Acid BioCell Collagen II - 100 mg per serving -
240 Capsules
- 835003000890 NSI ImmunoLift Immune System Formula - 1200 mg - 60
Capsules
- 835003003747 NSI ImmunoLin - 2,500 mg - 240 Capsules
- 844197010875 NSI JamboLean® Eugenia Jambolana Extract - 750 mg per
serving -120 Capsules
- 835003006601 NSI KudzuMin with Betatene & L-Optizinc - 120 Capsules
- 835003001224 NSI MGC-5 Double Strength - 1,100 mg per serving - 60

1		Capsules
2	835003007370	NSI MGC-6 Version 2 – 1,300 mg per serving – 60 Capsules
3	835003001316	NSI MGC-7™ Double Strength – 1300 mg- 60 Capsules
4	835003009671	NSI Maca Extract – 100 Capsules
5	835003009039	NSI Magnesium – 500 mg – 60 Capsules
6	835003007226	NSI Male Enhancement Formula with MacaPure – 60 Capsules
7	835003007622	NSI Manganese – 10 mg – 300 Capsules
8	835003004331	NSI Mangosteen Extract – 500 mg-120 Capsules NSI Mangosteen Pomegranate Noni Complex – 1440 mg – 300 Capsules
9	835003008636	NSI Men’s Passion Booster with LJ 100 – 120 Capsules
10	835003009473	NSI Men’s Passion Booster with LJ100 – 60 Capsules
11	835003009466	NSI Men’s Passion Booster with LJ100 – 60 Capsules
12	835003007615	NSI Mullein – 660 mg – 100 Capsules
13	835003002627	NSI Nattozimes 3,000 FU –195 mg – 60 Capsules NSI Neurocholine™ w/ Cognizin™ Citicoline 800 mg Per Serving – 60 Capsules
14	844197010059	NSI Noni Fruit – 1300 mg per serving – 180 Capsules
15	835003006809	NSI NutriSlim with Phase 2 Starch Neutralizer – 180 Capsules
16	835003001477	NSI NutriSlim with Phase 2 Starch Neutralizer – 180 Capsules
17	835003006632	NSI Passion Flower – 700 mg per serving – 300 Capsules
18	835003007929	NSI Pygeum Africanum Extract – 50 mg – 60 Capsules
19	835003007592	NSI Pygeum and Saw Palmetto – 120 Capsules
20	835003009459	NSI Quercetin & Bromelain – 120 Capsules
21	835003000357	NSI Quercetin & Vitamin C – 180 Capsules
22	835003007714	NSI Quercetin Bromelain & Vitamin C – 120 Capsules
23	835003008018	NSI Red Clover Blossoms – 750 mg – 120 Capsules
24	835003005437	NSI Red Marine Algae – 375 mg – 300 Capsules
25	835003006427	NSI Red Yeast Rice with Biocosanol Policosanol – 120 Capsules
26	835003001248	NSI Reishi Mushroom Extract – 500 mg – 60 Capsules
27	844197010646	NSI Relora® -- 250 mg – 90 Capsules
28	835003006762	NSI Resveratrol – 100 mg – 60 Capsules
29	835003003051	NSI Resveratrol Green Tea/C/Grape Complex – 120 Capsules
30	835003007936	NSI Rose Hips – 1100 mg – 120 Capsules
31	835003004997	NSI Rosemary Extract – 500 mg – 60 Capsules
32	835003005086	NSI Salacia Oblonga Extract – 500 mg – 120 Capsules
33	835003009435	NSI Saw Palmetto – 540 mg – 180 Capsules
34	835003004355	NSI Saw Palmetto – 540 mg – 300 Capsules
35	835003009428	NSI Saw Palmetto – 540 mg – 90 Capsules
36	835003008261	NSI Schizandra – 1160 mg – 120 Capsules
37	835003007721	NSI Senna – 1880 mg per serving – 100 Capsules
38	844197010066	NSI Setria Glutathione with CoQ10 – 250 mg – 60 Capsules
39	835003003877	NSI Shiitake Mushroom Extract – 500 mg – 300 Capsules
40	835003008278	NSI Skullcap – 850 mg – 120 Capsules
41	835003007394	NSI Slendesta Potato Protein Extract – 300 mg 60 cp
42	835003002979	NSI Slippery Elm Bark – 200 Capsules
43	835003002566	NSI SoySelect® Soy Extract – 200 mg – 120 Capsules
44	835003007769	NSI St. John’s Wort Extract – 300 mg-180 Capsules
45	835003000586	NSI Standardized Gymnema Extract – 520 mg – 90 Capsules
46	835003008223	NSI Super Cranforte Complex 60 Capsules

- 1 835003004102 NSI Super ORAC Antioxidant Complex - 1,200 mg - 60 Capsules
- 2 835003006113 NSI Synergy ArthriPower Ultra Multi-Vitamin Version 2 - 12
Bottles / 240 Capsules each
- 3 835003004317 NSI Synergy Multi-Vitamin Version 10 - 180 Capsules
- 4 844197011032 NSI Synergy Women's with Iron Multi-Vitamin Version 5-240
Capsules
- 5 835003001880 NSI Sytrinol -120 Capsules
- 6 835003005949 NSI TestosteRip Extreme - 120 Capsules
- 7 835003006625 NSI Three Tea Antioxidant Formula - 1,200 mg - 60 Capsules
- 8 835003002719 NSI Turmeric Curcuma Longa Non-Irradiated - 200 Capsules
- 9 835003008551 NSI Turmeric Extract w/ BioPerine® -- 900 mg - 240 Capsules
- 10 835003001378 NSI Turmeric Extract with Bioperine - 900 mg - 60 Capsules
- 11 835003006793 NSI Ultimate Berry Complex - 1000 mg - 120 Capsules
- 12 835003004485 NSI Ultimate Immunity Formula w/AHCC & Antioxidants - 240
Capsules
- 13 835003006021 NSI Ultra Enzyme Complex - 200 Capsules
- 14 835003008889 NSI Ultra Enzyme Complex - 300 Capsules
- 15 835003008872 NSI Ultra Enzymes Complex - 100 Capsules
- 16 835003009497 NSI UltraSlim FX Regensure Glucosamine - 240 Capsules
- 17 835003004768 NSI UltraSlim FX with Regensure Glucosamine - 120 Capsules
- 18 835003009480 NSI UltraSlim FX with Regensure™ Glucosamine - 60
Capsules
- 19 835003007981 NSI Uva Ursi - 1000 mg - 120 Capsules
- 20 835003002146 NSI Vegetarian Digestive Enzymes - 180 Capsules
- 21 835003000388 NSI Vegetarian Digestive Enzymes - 90 Capsules
- 22 835003009695 NSI Vitamin C with Bioflavonoids, Quercetin, Green Tea, L-Lysine
and L-Proline - 120 Capsules
- 23 835003003433 NSI Vitamin C with Bioflavonoids, Quercetin, Green Tea, L-Lysine
and L-Proline - 240 Capsules
- 24 835003004669 NSI Vitamin C with Rose Hips - 500 mg - 250 Capsules
- 25 835003006038 NSI Vitex Agnus-Castus - 800 mg per serving - 300 Capsules
- 26 835003004003 NSI Vitex Chasteberry Extract - 225 mg - 240 Capsules
- 27 835003004263 NSI Women's Passion Booster All Natural Extracts - 1,290 mg -
120 Capsules
- 835003008087 NSI Wood Betony - 600 mg - 120 Capsules
- 835003007202 NSI YTE Young Tissue Extract - 800 mg - 60 cp
- 835003009176 Smart Basics Milk Thistle - 300 mg - 120 Capsules
- 835003000630 NSI 42 Fruits & Vegetables - 1,400 mg per serving - 180
Capsules
- 835003000937 NSI ActiVin Grape Seed Extract - 200 mg - 100 Capsules
- 835003000548 NSI Allergy Shield - 120 Capsules
- 835003006007 NSI Candida Yeast Management - 240 Capsules
- 835003000753 NSI CandidaClear - 120 Capsules
- 835003007356 NSI Cayenne - 600 mg - 180 Capsules
- 835003009398 NSI Cinnamon - 500 mg - 120 Capsules
- 835003001897 NSI Cinnamon - 500 mg - 240 Capsules
- 835003002306 NSI CortiMin - 60 Capsules
- 835003007158 NSI Gelatin - 1,680 mg per serving - 250 Capsules
- 835003007219 NSI Healthy Blood Sugar with Resveratrol - 60 Capsules
- 835003004737 NSI IP-6 Inositol Hexaphosphate - 500 mg - 240 Capsules

- 1 835003003099 NSI Maca Extract - 200 Capsules
- 2 835003004522 NSI Olive Leaf Extract - 500 mg - 300 Capsules
- 3 835003000685 NSI Olive Leaf Extract - 500 mg - 60 Capsules
- 4 835003004225 NSI Organic Bitter Melon Fruit - 900 mg - 150 Capsules
- 5 835003004652 NSI Quercetin & Bromelain - 250 Capsules
- 6 835003002023 NSI Red Yeast Rice - 600 mg - 240 Capsules
- 7 835003000432 NSI Selenium Select - 200 mcg - 200 Capsules
- 8 835003005642 NSI Shark Cartilage - 750 mg - 300 Capsules
- 9 835003006311 NSI Tart Cherry Extract - 465 mg - 120 Capsules
- 10 835003009718 NSI Teavigo Caffeine Free - 150 mg EGCG - 120 Capsules
- 11 835003002931 NSI Tribulus Terrestris Extract - 625 mg - 200 Capsules
- 12 835003005963 NSI Valerian Root Complex - 1,020 mg - 180 Capsules
- 13 835003009749 NSI Wildcrafted Bitter Melon Fruit - 900 mg per serving - 240 Capsules
- 14 835003008421 NSI Astragalus 1000 mg per serving - 120 Capsules
- 15 835003007820 NSI Advan-C@ -- 500 mg- 300 Capsules
- 16 835003003792 NSI American Ginseng 80% -- 500 mg - 300 Capsules
- 17 835003001293 NSI Antioxidant Booster - 60 Capsules
- 18 835003009565 NSI Antioxidant Complex - 120 Capsules
- 19 835003000739 NSI Antioxidant Complex - 60 Capsules
- 20 835003005840 NSI Apple Cider Vinegar - 1,500 mg - 360 Capsules
- 21 835003008247 NSI Banaba Leaf Extract - 300 mg - 120 Capsules
- 22 835003001996 NSI BerryVin High Orac Berries - 500 mg -120 Capsules
- 23 835003008070 NSI Blessed Thistle - 680 mg - 120 Caps
- 24 835003009374 NSI Carb Blocker w/ Phase 2 - 240 Capsules
- 25 835003001354 NSI Carb Blocker with Phase 2 Starch Neutralizer - 120 Capsules
- 26 844197010790 NSI Cat's Claw {Uña de Gato} - 500 mg - 300 Capsules
- 27 835003007509 NSI Catuaba Complex Men's Formula - 1050 mg - 60 Capsules
- 835003005987 NSI Chromium GTF ChromeMate - 200 mcg - 300 Capsules
- 835003005697 NSI DIM Complex with BroccoSinolate - 525 mg per serving - 120 Capsules
- 835003003617 NSI Eleuthero Root - 648 mg - 300 Capsules
- 835003006991 NSI EpiCor High Metabolite Immunogens - 500 mg -60 Capsules
- 835003000715 NSI Grape Seed Green Tea & Red Wine - 60 Capsules
- 835003003525 NSI Grapefruit Seed Extract - 300 Capsules
- 835003005796 NSI Horse Chestnut Complex - 700 mg - 180 Capsules
- 835003004713 NSI Men's Passion Booster with LJ100 Tongkat Ali - 30 Capsules
- 835003005475 NSI Pine Bark Extract 95% OPC - 100 mg - 300 Capsules
- 835003004423 NSI Turmeric Extract Curcumin C3 Complex with Bioperine - 120 Capsules
- 835003006076 NSI Vegetarian Red Yeast Rice - 600 mg - 120 Capsules
- 835003006526 CSI Alpha Lipoic Acid Facial Complex with BioPerine - 60 Capsules
- 835003005291 NSI Agaricus Blazei Extract - 500 mg - 90 Capsules
- 835003001736 NSI Chitosan - 500 mg - 240 Capsules
- 835003005826 NSI Chlorophyll & Alfalfa - 300 Capsules
- 835003007479 NSI Fo-Ti Root - 1220 mg - 100 Capsules
- 835003005819 NSI Ginger Root - 1,100 mg per serving - 360 Capsules
- 835003008285 NSI Herbal Hormone Complex 920 mg per serving - 180 Capsules

- 1 835003008315 NSI Herbal Liver Support - 950 mg - 120 Capsules
- 2 835003003082 NSI Hoodia Gordonii - 120 Capsules
- 3 835003009770 NSI Horny Goat Weed Complex - 240 Capsules
NSI Horny Goat Weed Complex 1,200 mg per serving -120
Capsules
- 4 835003008322 NSI Horsechestnut Complex - 1300 mg - 120 Capsules
- 5 835003003518 NSI Kudzu Root (1,200 mg per serving) - 180 Capsules
- 6 835003001682 NSI Nattokinase - 100 mg (2,000 FU) - 90 Capsules
- 7 835003004065 NSI Red Yeast Rice + CoQ10 with No-Flush Niacin - 120 Capsules
- 8 835003002696 NSI Rhodiola Rosea -240 Capsules
- 9 835003005024 NSI Turmeric Extract with BioPerine - 900 mg - 120 Capsules
- 10 835003006670 NSI Wild Yam Root - 850 mg - 300 Capsules
NSI Quebracho Bark Extract Q-Vida™ -- 400 mg - 60
Capsules
- 11 844197010967 NSI Stinging Nettle Leaf 300 Caps
- 12 844197010660 NSI Wild Blueberry Complex w/ Pomegranate - 60 Vegetarian
Capsules
- 13 835003008438 NSI Wild Blueberry complex w/Pomegranate - 1400 mg - 120
Vegetarian Capsules
- 14 835003008445 NSI Wildcrafted Bladderwrack - 600 mg - 180 Vegetarian
Capsules
- 15 835003007783 NSI Hoodia Gordonii - 500 mg - 240 Vegetarian Capsules
- 16 835003006748 NSI Hoodia Gordonii - 250 mg - 1 fl oz
- 17 835003006854 NSI Stevia Leaf Extract - 4 Fluid Ounce
- 18 835003006861 NSI Norwegian Cod Liver Oil - 2,200 mg per serving - 100
Softgels
- 19 835003004515 NSI Norwegian Cod Liver Oil - 2,200 mg per serving - 300
softgels
- 20 835003005420 NSI Omega Fishies For Kids - 200 mg DHA per serving - 120
Softgels
- 21 844197010912 NSI Omega-3 Mood Formula - 1,200 mg EPA & DHA per serving -
180 Softgels
- 22 835003006496 NSI Royal Jelly - 120 Softgels
- 23 835003002344 NSI Royal Jelly Extract - 2000 mg - 300 Softgels
- 24 835003006090 NSI Omega 3-6-9 Natural Oil Blend - 2000 mg - 180 Softgels
- 25 835003007585 NSI Mega EFA Omega-3 EPA & DHA - 120 Softgels
- 26 835003001484 NSI Mega EFA® Omega -3 EPA & DHA - 240 Softgels
- 27 835003005017 NSI Phosphatidylserine Complex - 1,000 mg per serving - 300
Softgels
- 835003005635 NSI Silica from Horsetail Herb Extract - 1500 mg - 240 Tablets
- 835003007530

Exhibit A (continued)

Section 2: Products subject to Naturally Occurring Allowance of 2.0 micrograms of lead per gram of ingested material:

- 1
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- 4 844197011155 NSI Synergy 3000 Multi- Vitamin Version 11 180 Cap
- 5 844197011308 NSI Synergy 3000 Multi-Vitamin Version 11 180 Tabs
- 6 844197010547 NSI Synergy Advanced Version 5
- 7 835003009879 NSI Synergy Basic Multi-Vit Version 3 3Pack
- 8 844197011001 NSI Synergy Basic Multi-Vitamin Version 3 60 Caps
- 9 844197011230 NSI Synergy Basic Multi-Vitamin Version 3 60 Tabs
- 10 844197011322 NSI Synergy Cardiolift Multi Version 7 180 Caps
- 11 835003007172 NSI Synergy Energy Version 3 120 Caps
- 12 835003009855 NSI synergy Energy Version 3 240 Caps
- 13 835003000234 NSI Synergy GlucoPower Multi-Vit, Ver-2 240 Caps
- 14 844197011025 NSI Synergy Healthy Cholestrol Multi-Vitamin 180 C
- 15 835003005710 NSI Synergy Max 60 Packets Ver 4
- 16 844197011292 NSI Synergy Men's Multi-Vit, Version 3 180 Tabs
- 17 835003000173 NSI Synergy Men's Multi-Vitamin Ver-2 240 Caps (01
- 18 835003009510 NSI Synergy Men's Multi-Vitamin Version 2- 3 Pack
- 19 835003008377 NSI Synergy NeuroPower Multi-Vitamin V-4 180 Caps
- 20 844197011018 NSI Synergy Once Daily Multi Version 3 60 Caps
- 21 844197011247 NSI Synergy Once Daily Multi- Vitamin V3- 60 Tabs
- 22 844197010561 NSI Synergy Platinum Version-4 60 Packets
- 23 835003007752 NSI Synergy Prenatal Plus Multi-Vitamin 180 Caps
- 24 835003001873 NSI Synergy Rx 180 caps
- 25 835003006939 NSI Synergy Spectrum Multi-Vit & Mineral 360 Caps
- 26 835003005048 NSI Synergy Supreme Version 3 360 Caps
- 27 835003005079 NSI Synergy Ultra Multi Vitamin Version 5
- 835003005765 NSI Synergy V-10 w/Mega EFA TocoQ10 100mg 60Packet
- 835003004775 NSI Synergy Women's Multi-Vitamin Ver-5 240 Caps
- 844197011032 NSI Synergy Women's Multi-Vitamin w Iron V-5 240 C
- 835003006465 NSI Advanced Bone Support Formula 150 Caps
- 835003005055 NSI ArthriPower Ultra Multi Vitamin Ver 2- 240 Cap
- 835003004416 NSI Bone Booster Complex 240 Caps
- 835003008988 NSI Calcium & Magnesium 120 caps
- 835003000364 NSI Calcium & Magnesium 240 Caps (0136)
- 835003002177 NSI Calcium Citrate Chewable Tablets 120 Tabs
- 835003000722 NSI Calcium Citrate Malate 1,000mg 200 Caps (0172)
- 835003004386 NSI Calcium Citrate w/Vitamin D 240 Tabs
- 835003005109 NSI Calcium Citrate/Malate 100 Caps
- 835003005116 NSI Calcium Citrate/Malate 300 Caps
- 835003000760 NSI Calcium Citrate/Malate Magnesium & Vit D 180 C
- 835003008728 NSI Calcium Citrate/Malate Mg & Vitamin D 300 Caps
- 835003008711 NSI Calcium Citrate/Malate Mg & Vitamin D 90 Caps
- 835003004027 NSI Calcium Multi-Mineral w/TriBoron 240 Caps
- 835003002955 NSI Calcium Pyruvate 750 mg 240 Caps
- 844197010806 NSI Calcium-Mg-Zn 300 Tab
- 835003001606 NSI Cardiolift Advanced Version 2 180 Caps
- 835003002078 NSI Chlorella 200mg 1500 Tabs
- 844197011278 NSI Chia Seeds, 16oz

LAW OFFICES
ANDREW L. PACKARD
319 PLEASANT STREET PETALUMA CALIFORNIA 94952
TEL 707-763-7227 FAX 707-763-9227

- 1 835003007028 NSI Chocolate Protein Soy Shake 64g
- 835003002153 NSI Chocolate Soy Shake 14g
- 2 844197011513 NSI CoQ10 Energizer 120 Caps
- 835003009053 NSI Coral Calcium 180 Caps
- 3 835003009060 NSI Coral Calcium 360 Caps
- 835003000852 NSI Coral Calcium 90Caps (0185)
- 4 835003001132 NSI Coral Calcium W/Magnesium 180 Caps (0213)
- 835003002757 NSI CreaPure Creatine Monohydrate 300 Caps
- 5 844197010127 NSI Creatine w/ Creapure Powder 500g
- 835003002276 NSI Creatine with Creapure Powder 1,000g
- 6 844197010998 NSI DiCalcium Malate w Magnesium & Vitamin D3 180c
- 835003009817 NSI D-Ribose BioEnergy 3000mg 100 Caps
- 7 835003005918 NSI D-Ribose BioEnergy 3000mg 200 Caps
- 835003005901 NSI D-Ribose Bioenergy RIBOSE 300g / 10.6oz
- 8 835003002368 NSI Fiber Drink Orange Flavor 16.93oz
- 835003002375 NSI Fiber Drink Tropical Fruit Flavor 15.6oz
- 9 835003000579 NSI Friendly Fiber 240 Caps (0157)
- 835003009589 NSI Friendly Fiber w/ FOS & Probiotics 120 Caps
- 10 835003001026 NSI Friendly Fiber W/FOS & Probiotics 240 Caps
- 835003001903 NSI Glucomannan 180 caps
- 11 835003008841 NSI Glucomannan 360 Caps
- 835003008834 NSI Glucomannan 90 Caps
- 12 835003007660 NSI GlucoPower Shake Chocolate 555g
- 835003007677 NSI GlucoPower Shake Vanilla 555g
- 13 835003000227 NSI Glucosamine & Chondroitin Double Strength 180
- 14 835003001712 NSI Glucosamine & Chondrotin 240t Tabs
- 835003001743 NSI Glucosamine Sulfate 1000mg 240 Caps
- 15 835003000883 NSI Glucosamine Sulfate 750mg 180 Caps (0188)
- 835003008803 NSI Glucosamine, Chondrotin & MSM W/Vit-C 120 Tab
- 16 835003001729 NSI Glucosamine, Chondrotin & MSM W/Vit-C 240 Tab
- 835003008797 NSI Glucosamine, Chondrotin & MSM W/Vit-C 90 Tab
- 17 835003000326 NSI Glucosamine/Chondroitin & MSM 120 Caps
- 835003008780 NSI Glucosamine/Chondroitin & MSM 240 Caps
- 18 835003005031 NSI Glucosamine/Chondroitin & MSM 360 Caps
- 844197011490 NSI Hair, Skin & Nails formula 120 Caps
- 19 835003000562 NSI Healthy Bones 120 Caps
- 835003003297 NSI Healthy Bones Ultra 240 Caps
- 20 835003001118 NSI Healthy Libido 180 Caps (0211)
- 835003009596 NSI Healthy Libido 360 Caps
- 21 835003001514 NSI Healthy Liver Version 2 180 Caps
- 835003001385 NSI Healthy Skin Version 2 180 Caps (0238)
- 22 844197011520 NSI Joint Formula 240 Caps
- 835003003921 NSI Lecithin Granules (Apples & Cinnamon) 16oz
- 23 844197010134 NSI Lecithin Granules (Unflavd) 32oz
- 835003002788 NSI Lecithin Granules (Unflvrd) 16oz
- 24 835003002702 NSI L-Glutamine 500mg 300 Caps
- 835003007097 NSI Liquid Calcium Magnesium w 800iu D 16oz
- 25 835003007103 NSI Liquid Calcium Magnesium w 800iu D 32oz
- 844197010349 NSI Liquid Diet w/Hoodia 32oz
- 26 835003006946 NSI Liquid Gluc/Chon/MSM w/Orange Flavor 32oz
- 835003001552 NSI Low Carb DietersBasic Multi V-2 180 Caps
- 27 835003005093 NSI Magensium Ultra 90 Caps
- 835003001798 NSI Magnesium (Malate) 175mg 180 Caps

1	835003000654	NSI Magnesium 500mg 180 Caps (0165)
	835003009046	NSI Magnesium 500mg 90 Caps
2	835003007455	NSI Magnesium Aspartate 400mg 120 Caps
	835003004348	NSI Magnesium Citrate 400mg 120 Tabs
3	835003003471	NSI Magnesium Taurinate 180 Caps
	835003002030	NSI Magnesium Ultra 180 Caps
4	844197011537	NSI Men's Multi-Nutrient 240 Caps
	835003007547	NSI Mitochondrial Energy Booster 120 Caps
5	844197011063	NSI Mitochondrial Energy Optimizer w SODzyme 120c
	844197010769	NSI Multi Minerals w/ Boron & D 300 tab
6	835003003532	NSI Multi-Fiber 275 Tabs
	844197010103	NSI Muscle Protein Max Chocolate 2.3lb
7	844197010097	NSI Muscle Protein Max Cookies n Creme 2.3lb
	844197010110	NSI Muscle Protein Max Vanilla 2.3 lbs
8	844197010257	NSI N.O. Thunder Grape Berry Flavor 820g 1.81 lbs
	844197010233	NSI N.O. Thunder Tropical Fruit Punch 1.81 lbs
9	835003001347	NSI Natural GH Formula 120 Caps (0234)
	835003004461	NSI Natural Magnesium Calm Lemon 16oz
10	835003004454	NSI Natural Magnesium Calm Raspberry/Lemon 16oz
	835003004447	NSI Natural Magnesium Calm Unflavored 16oz
11	835003003341	NSI Natural Ultra Calcium 1200 w/Vit-D 300 Softgel
	835003003822	NSI Natural Whey w/Xylitol & Stevia Chocolate 5lb
12	835003004089	NSI Natural Whey w/Xylitol & Stevia Vanilla 5lb
	835003001446	NSI OcuPower Basic Multi-Vitamin - 60 Caps (0244)
13	835003000067	NSI Ocupower Multi-Vitamin 180 Caps (0106)
	835003004430	NSI Organic Cold-Milled Flax Seed 15oz
14	835003002399	NSI Organic Flax Seed Oil 2,000mg 300 Softgels
	835003004362	NSI Organic High Lignans Flax Oil (20% Lig) 16floz
15	844197010417	NSI Organic Noni Menopause Formula for Women 32 oz
	844197010431	NSI Organic Noni Vitality Formula for Men 32 oz
16	835003007196	NSI Organic Spirulina 500mg 360 Tabs
	835003007257	NSI Organic Spirulina Powder 1lb
17	835003003006	NSI Pedia Power Synergy Childs Chew(Berry)240 Tabs
	835003004058	NSI Phytoestrogen Complex w/Soy Select 60 Caps
18	835003007561	NSI PhytoEstrogen Ultra 1800mg per serv 60 Softgel
	835003002290	NSI Phytosterol Complex 240 Tabs
19	835003002962	NSI Potassium & Magnesium 200 Caps
	835003004270	NSI Potassium Citrate 99mg 300 Caps
20	835003008681	NSI Protein Ultra 24 Chocolate 2 lbs
	835003008674	NSI Protein Ultra 24 Vanilla 936 g
21	835003001965	NSI Psyllium Husks 200 Caps
	835003002795	NSI Psyllium Husks Powder 22oz
22	844197010141	NSI Psyllium Husks Powder 44oz
	835003007332	NSI Pure Energy 180 Caps
23	835003007042	NSI Sambucus Nigra Elderberry 8 oz
	835003004751	NSI Spirulina 1000mg 360 Tabs
24	835003007134	NSI Unflavored Soy Protein Shake
	835003007035	NSI Vanilla Protein Soy Shake 2.1 lbs
25	835003002160	NSI Vanilla Soy Shake 14g
	835003004300	NSI Vegetarian Glucosamine & MSM 240 Veg Caps
26	835003008292	NSI Wheat Grass 1000mg 90 Vcaps
	835003003914	NSI WheyIso Chocolate 3lb
27	835003002504	NSI WheyIso Vanilla 3lb

LAW OFFICES
ANDREW L. PACKARD
319 PLEASANT STREET PETALUMA CALIFORNIA 94952
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835003008179 NSI Whole Food Shake 585g 21 oz
844197011506 NSI Women's Multi-Nutrient 240 Caps
835003008001 NSI Yeast Clean 180 Caps

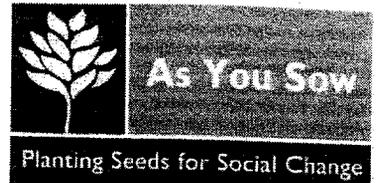
Exhibit B

(copies of Notices of Violation)

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February 27, 2008



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**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 **VITACOST.COM, INC.** doing business as **NUTRACEUTICAL SCIENCES INSTITUTE ("NSI")**.

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 NSI. 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:

Product
ALLER-7
COLON CLEANSE

Chemical
lead and lead compounds
lead and lead compounds



FO-TI ROOT
HERBAL HORMONE COMPLEX
HORNY GOAT WEED COMPLEX
KUDZU ROOT
SCHIZANDRA

lead and lead compounds
lead and lead compounds
lead and lead compounds
lead and lead compounds
lead and lead compounds

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

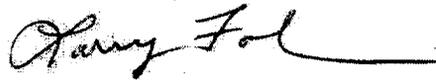
Duration of violations. Each of these ongoing violations has occurred on every day for at least February 27, 2007, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are removed from the products.

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

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

Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
319 Pleasant Street
Petaluma, CA 94952
Tel: 707-763-7227
Fax: 707-763-9227

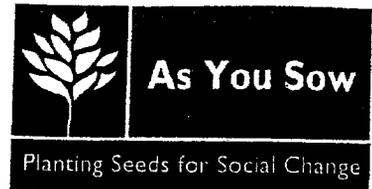
Very truly yours,



Larry Fahm
Executive Director

Enclosure

November 5, 2008



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

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

Dear Public Enforcement Agencies:

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

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

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

Alleged violator. The name of the violator covered by this notice is **VITACOST.COM, INC.** doing business as **NUTRACEUTICAL SCIENCES INSTITUTE**, ("Vitacost").

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. This notice covers each of the products listed in Exhibit A, attached hereto, with respect to the above-referenced chemical. The products that are the subject of this notice are herbal dietary supplements that are imported, exported, manufactured, packaged, distributed, marketed and/or sold by Vitacost.

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

Duration of violations. Each of these ongoing violations has occurred on every day for at least November 5, 2007, as well as every day since the products were introduced in the California

November 5, 2008

Page 2

marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are removed from the products.

This notice of violation supplements the previous notice of violation issued by AYS against Vitacost on February 27, 2008.

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

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

Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
319 Pleasant Street
Petaluma, CA 94952
Tel: 707-763-7227
Fax: 707-763-9227

Very truly yours,



Larry Fahs
Executive Director

Enclosure

EXHIBIT A

835003008360 NSI Synergy Max Multi-Vit, Ver-5 60 Packets
844197011216 NSI Synergy 3000 Multi- Vitamin Version 11-60 Pack
835003006205 NSI Turmeric Extract with BioPerine Value Pack -- 900 mg- 360 Capsules each
844197010974 NSI Keto Burn™with Fucoxanthin -- 90 Capsules
835003000111 NSI Synergy Basic Multi-Vitamin Version 2 -- 60 Capsules
835003002481 NSI Synergy Women's Multi-Vitamin with Iron -- 240 Capsules
835003006533 CSI Benfotiamine -- 150 mg - 60 Capsules
835003006540 CSI DMAE Complex with Nutriene -- 80 mg - 60 Capsules
835003006557 CSI Maitake Mushroom Complex -- 350 mg - 90 Capsules
835003009022 NSI 42 Fruits & Vegetables -- 1400 mg - 300 Capsules
835003007363 NSI 5-Loxin®-AKBA Boswellia Serrata Extract -- 150 mg per serving -120 Capsules
835003001989 NSI ACTIValoe -- 500 mg - 60 Capsules
835003003990 NSI Acai Berry Extract -- 1,000 mg per serving - 60 Capsules
835003004744 NSI Acid Redux -- 700 mg per serving - 240 Capsules
835003007271 NSI ActiSlim with PinnoThin Version 2 -- 60 Licaps
835003007882 NSI Advan-C with Citrus Bioflavonoids -- 500 mg - 100 Capsules
835003007868 NSI Advan-C with Citrus Bioflavonoids -- 500 mg - 300 Capsules
835003006700 NSI Aged Garlic Extract with Lecithin -- 980 mg per serving - 200 Capsules
835003006694 NSI Aged Garlic Extract with Red Yeast Rice -- 1200 mg per serving - 180 Capsules
835003008230 NSI Alfalfa Juice Concentrate -- 3300 mg - 180 Capsules
835003004492 NSI Aller-7 -- 330 mg -- 60 Capsules
835003007448 NSI AppleZin Ultra w/Quercetin -- 1,000 mg per serving- 60 Capsules
835003006328 NSI Artemisinin -- 500 mg -- 100 Capsules
835003007905 NSI Artichoke Extract -- 600 mg -- 60 Capsules
835003008094 NSI Artichoke Leaves -- 810 mg -- 120 Capsules
844197010639 NSI Ashwagandha Extract -- 470 mg per serving -- 120 Capsules
835003008414 NSI Astragalus 1000 mg per serving -- 60 Capsules
835003002832 NSI Avena Sativa Extract Wild Oats -- 750 mg -- 200 Capsules
835003007400 NSI BioCore DPP IV Gluten Peptide Enzymes --100 mg -90 Capsules
835003005307 NSI BioCosanol Policosanol -- 20 mg -- 120 Capsules
835003007943 NSI Black Walnut Hull -- 1000 mg -- 120 Capsules
844197010608 NSI Broccoli Sprout Extract BroccoPlus™-1,000 mg per serving -- 120 Capsules
835003007462 NSI Buffered C w/Bioflavonoids Complex -- 1000 mg per serving -- 250 Capsules
844197010073 NSI Butterbur Extract -- 75 mg -- 120 Capsules
844197010677 NSI Celery Seed -- 1500 mg per serving- 100 Capsules
835003008339 NSI Chamomile --900 mg -120 Capsules
835003002474 NSI Chicken Collagen -- 240 Capsules
835003003624 NSI Chlorophyllin with L-OptiZinc -- 200 Capsules
835003003808 NSI Cocoa Bean Extract -- 900 mg -- 120 Capsules
835003003549 NSI Colon Cleanse -- 200 Tablets
835003000006 NSI Coral Calcium 1,000 mg of Marine Coral Per Serving -- 6 Bottles / 90 Capsules/Ea
835003009084 NSI Coral Calcium w/Magnesium Double Strength -- 2000 mg -- 240 Capsules
835003001255 NSI Cordyceps Mushroom Extract -- 500 mg -- 60 Capsules
835003009619 NSI Cranberry Extract -- 400 mg -- 60 Capsules
835003006977 NSI Cruciferous Vegetables & DIM with BroccoSinolate -- 60 Capsules
835003009534 NSI Deodorized Garlic Ultra 18,000 -- 600 mg -- 90 Capsules
835003007516 NSI Echinacea -- 1200 mg -- 180 Capsules
835003001002 NSI EstroPower -- 60 Capsules
835003003464 NSI European Bilberry Extract with Grape Skin Extract -- 120 Capsules
835003004379 NSI Eyebright Complex -- 120 Capsules
835003001699 NSI Ferrochel Iron -- 18 mg -- 120 Capsules
835003009640 NSI Ferrochel Iron 18mg 60 Capsules

835003008216 NSI FibroLift® with CoQ10 – 120 Capsules
 835003008209 NSI FibroLift® with CoQ10 – 60 Capsules
 835003004249 NSI ForsLean – 250 mg – 120 Capsules
 835003009756 NSI ForsLean – 250 mg – 240 Capsules
 835003004706 NSI GinkgoSelect Ginkgo Biloba – 360 mg – 90 Capsules
 835003009763 NSI GinkgoSelect Ginkgo Biloba – 360 mg per serving – 180 Capsules
 835003008643 NSI Grape Seed Extract w/ Resveratrol – 120 mg – 120 Capsules
 835003006755 NSI Grape Seed Extract with Resveratrol – 120 mg – 60 Capsules
 835003009558 NSI Grape Seed Green Tea Red Wine – 120 Capsules
 835003003266 NSI Green Coffee Extract – 500 mg – 120 Capsules
 835003002511 NSI Green Tea & Berry Blend – 120 Capsules
 835003001507 NSI Green Tea Extract – 250 mg – 100 Capsules
 835003004690 NSI GreenSelect Green Tea – 600 mg per serving – 90 Capsules
 835003009527 NSI Gymnema Extract – 520 mg – 120 Capsules
 835003003778 NSI Healthy Cholesterol Version 2 – 240 Capsules
 835003002092 NSI Healthy Colon – 240 Capsules
 835003007349 NSI High Selenium Yeast – 200 mcg – 120 Capsules
 835003003075 NSI Holy Basil – 800 mg – 180 Capsules
 835003000944 NSI Homocysteine Formula – 60 Capsules
 835003003983 NSI Hoodia Glucomannan Complex – 1,000 mg – 120 Capsules
 835003002726 NSI Hyaluronic Acid & Buffered-C – 60 Capsules
 835003002115 NSI Hyaluronic Acid BioCell Collagen II – 100 mg per serving – 240 Capsules
 835003000890 NSI ImmunoLift Immune System Formula – 1200 mg – 60 Capsules
 835003003747 NSI ImmunoLin – 2,500 mg – 240 Capsules
 844197010875 NSI JamboLean® Eugenia Jambolana Extract – 750 mg per serving -120 Capsules
 835003006601 NSI KudzuMin with Betatene & L-Optizinc – 120 Capsules
 835003001224 NSI MGC-5 Double Strength – 1,100 mg per serving – 60 Capsules
 835003007370 NSI MGC-6 Version 2 – 1,300 mg per serving – 60 Capsules
 835003001316 NSI MGC-7®; Double Strength – 1300 mg- 60 Capsules
 835003009671 NSI Maca Extract – 100 Capsules
 835003009039 NSI Magnesium – 500 mg – 60 Capsules
 835003007226 NSI Male Enhancement Formula with MacaPure – 60 Capsules
 835003007622 NSI Manganese – 10 mg – 300 Capsules
 835003004331 NSI Mangosteen Extract – 500 mg-120 Capsules
 835003008636 NSI Mangosteen Pomegranate Noni Complex – 1440 mg – 300 Capsules
 835003009473 NSI Men's Passion Booster with LJ 100 – 120 Capsules
 835003009466 NSI Men's Passion Booster with LJ100 – 60 Capsules
 835003007615 NSI Mullein – 660 mg – 100 Capsules
 835003002627 NSI Nattozimes 3,000 FU – 195 mg – 60 Capsules
 844197010059 NSI Neurocholine®; w/ Cognizin®; Citicoline 800 mg Per Serving – 60 Capsules
 835003006809 NSI Noni Fruit – 1300 mg per serving – 180 Capsules
 835003001477 NSI NutriSlim with Phase 2 Starch Neutralizer – 180 Capsules
 835003006632 NSI Passion Flower – 700 mg per serving – 300 Capsules
 835003007929 NSI Pygeum Africanum Extract – 50 mg – 60 Capsules
 835003007592 NSI Pygeum and Saw Palmetto – 120 Capsules
 835003009459 NSI Quercetin & Bromelain – 120 Capsules
 835003000357 NSI Quercetin & Vitamin C – 180 Capsules
 835003007714 NSI Quercetin Bromelain & Vitamin C – 120 Capsules
 835003008018 NSI Red Clover Blossoms – 750 mg – 120 Capsules
 835003005437 NSI Red Marine Algae – 375 mg – 300 Capsules
 835003006427 NSI Red Yeast Rice with Biocosanol Policosanol – 120 Capsules
 835003001248 NSI Reishi Mushroom Extract – 500 mg – 60 Capsules
 844197010646 NSI Relora® -- 250 mg – 90 Capsules

835003006762 NSI Resveratrol – 100 mg – 60 Capsules
 835003003051 NSI Resveratrol Green Tea/C/Grape Complex – 120 Capsules
 835003007936 NSI Rose Hips – 1100 mg – 120 Capsules
 835003004997 NSI Rosemary Extract – 500 mg – 60 Capsules
 835003005086 NSI Salacia Oblonga Extract – 500 mg – 120 Capsules
 835003009435 NSI Saw Palmetto – 540 mg – 180 Capsules
 835003004355 NSI Saw Palmetto – 540 mg – 300 Capsules
 835003009428 NSI Saw Palmetto – 540 mg – 90 Capsules
 835003008261 NSI Schizandra – 1160 mg – 120 Capsules
 835003007721 NSI Senna – 1880 mg per serving – 100 Capsules
 844197010066 NSI Setria Glutathione with CoQ10 – 250 mg – 60 Capsules
 835003003877 NSI Shiitake Mushroom Extract – 500 mg – 300 Capsules
 835003008278 NSI Skullcap – 850 mg – 120 Capsules
 835003007394 NSI Slendesta Potato Protein Extract – 300 mg 60 cp
 835003002979 NSI Slippery Elm Bark – 200 Capsules
 835003002566 NSI SoySelect® Soy Extract – 200 mg – 120 Capsules
 835003007769 NSI St. John’s Wort Extract – 300 mg-180 Capsules
 835003000586 NSI Standardized Gymnema Extract – 520 mg – 90 Capsules
 835003008223 NSI Super Cranforte Complex 60 Capsules
 835003004102 NSI Super ORAC Antioxidant Complex – 1,200 mg – 60 Capsules
 835003006113 NSI Synergy ArthriPower Ultra Multi-Vitamin Version 2 – 12 Bottles / 240 Capsules each
 835003004317 NSI Synergy Multi-Vitamin Version 10 – 180 Capsules
 844197011032 NSI Synergy Women’s with Iron Multi-Vitamin Version 5–240 Capsules
 835003001880 NSI Sytrinol –120 Capsules
 835003005949 NSI TestosteRip Extreme – 120 Capsules
 835003006625 NSI Three Tea Antioxidant Formula – 1,200 mg – 60 Capsules
 835003002719 NSI Turmeric Curcuma Longa Non-Irradiated – 200 Capsules
 835003008551 NSI Turmeric Extract w/ BioPerine® -- 900 mg – 240 Capsules
 835003001378 NSI Turmeric Extract with Bioperine – 900 mg – 60 Capsules
 835003006793 NSI Ultimate Berry Complex – 1000 mg – 120 Capsules
 835003004485 NSI Ultimate Immunity Formula w/AHCC & Antioxidants – 240 Capsules
 835003006021 NSI Ultra Enzyme Complex – 200 Capsules
 835003008889 NSI Ultra Enzyme Complex – 300 Capsules
 835003008872 NSI Ultra Enzymes Complex – 100 Capsules
 835003009497 NSI UltraSlim FX Regensure Glucosamine – 240 Capsules
 835003004768 NSI UltraSlim FX with Regensure Glucosamine – 120 Capsules
 835003009480 NSI UltraSlim FX with Regensure™ Glucosamine – 60 Capsules
 835003007981 NSI Uva Ursi – 1000 mg – 120 Capsules
 835003002146 NSI Vegetarian Digestive Enzymes – 180 Capsules
 835003000388 NSI Vegetarian Digestive Enzymes – 90 Capsules
 835003009695 NSI Vitamin C with Bioflavonoids, Quercetin, Green Tea, L-Lysine and L-Proline – 120 Capsules
 835003003433 NSI Vitamin C with Bioflavonoids, Quercetin, Green Tea, L-Lysine and L-Proline – 240 Capsules
 835003004669 NSI Vitamin C with Rose Hips – 500 mg – 250 Capsules
 835003006038 NSI Vitex Agnus-Castus – 800 mg per serving – 300 Capsules
 835003004003 NSI Vitex Chasteberry Extract – 225 mg – 240 Capsules
 835003004263 NSI Women’s Passion Booster All Natural Extracts – 1,290 mg – 120 Capsules
 835003008087 NSI Wood Betony – 600 mg – 120 Capsules
 835003007202 NSI YTE Young Tissue Extract – 800 mg – 60 cp
 835003009176 Smart Basics Milk Thistle – 300 mg – 120 Capsules
 835003000630 NSI 42 Fruits & Vegetables – 1,400 mg per serving – 180 Capsules
 835003000937 NSI ActiVin Grape Seed Extract – 200 mg – 100 Capsules

835003000548 NSI Allergy Shield – 120 Capsules
 835003006007 NSI Candida Yeast Management – 240 Capsules
 835003000753 NSI CandidaClear – 120 Capsules
 835003007356 NSI Cayenne – 600 mg – 180 Capsules
 835003009398 NSI Cinnamon – 500 mg – 120 Capsules
 835003001897 NSI Cinnamon – 500 mg – 240 Capsules
 835003002306 NSI CortiMin – 60 Capsules
 835003007158 NSI Gelatin – 1,680 mg per serving – 250 Capsules
 835003007219 NSI Healthy Blood Sugar with Resveratrol – 60 Capsules
 835003004737 NSI IP-6 Inositol Hexaphosphate – 500 mg – 240 Capsules
 835003003099 NSI Maca Extract – 200 Capsules
 835003004522 NSI Olive Leaf Extract – 500 mg – 300 Capsules
 835003000685 NSI Olive Leaf Extract – 500 mg – 60 Capsules
 835003004225 NSI Organic Bitter Melon Fruit – 900 mg – 150 Capsules
 835003004652 NSI Quercetin & Bromelain – 250 Capsules
 835003002023 NSI Red Yeast Rice – 600 mg – 240 Capsules
 835003000432 NSI Selenium Select – 200 mcg – 200 Capsules
 835003005642 NSI Shark Cartilage – 750 mg – 300 Capsules
 835003006311 NSI Tart Cherry Extract – 465 mg – 120 Capsules
 835003009718 NSI Teavigo Caffeine Free – 150 mg EGCG – 120 Capsules
 835003002931 NSI Tribulus Terrestris Extract – 625 mg – 200 Capsules
 835003005963 NSI Valerian Root Complex – 1,020 mg – 180 Capsules
 835003009749 NSI Wildcrafted Bitter Melon Fruit – 900 mg per serving – 240 Capsules
 835003008421 NSI Astragalus 1000 mg per serving – 120 Capsules
 835003007820 NSI Advan-C® -- 500 mg- 300 Capsules
 835003003792 NSI American Ginseng 80% -- 500 mg – 300 Capsules
 835003001293 NSI Antioxidant Booster – 60 Capsules
 835003009565 NSI Antioxidant Complex – 120 Capsules
 835003000739 NSI Antioxidant Complex – 60 Capsules
 835003005840 NSI Apple Cider Vinegar – 1,500 mg – 360 Capsules
 835003008247 NSI Banaba Leaf Extract – 300 mg – 120 Capsules
 835003001996 NSI BerryVin High Orac Berries – 500 mg -120 Capsules
 835003008070 NSI Blessed Thistle – 680 mg – 120 Caps
 835003009374 NSI Carb Blocker w/ Phase 2 – 240 Capsules
 835003001354 NSI Carb Blocker with Phase 2 Starch Neutralizer – 120 Capsules
 844197010790 NSI Cat's Claw {Uña de Gato} – 500 mg – 300 Capsules
 835003007509 NSI Catuaba Complex Men's Formula – 1050 mg – 60 Capsules
 835003005987 NSI Chromium GTF ChromeMate – 200 mcg – 300 Capsules
 835003005697 NSI DIM Complex with BroccoSinolate – 525 mg per serving – 120 Capsules
 835003003617 NSI Eleuthero Root – 648 mg – 300 Capsules
 835003006991 NSI EpiCor High Metabolite Immunogens – 500 mg -60 Capsules
 835003000715 NSI Grape Seed Green Tea & Red Wine – 60 Capsules
 835003003525 NSI Grapefruit Seed Extract – 300 Capsules
 835003005796 NSI Horse Chestnut Complex – 700 mg – 180 Capsules
 835003004713 NSI Men's Passion Booster with LJ100 Tongkat Ali – 30 Capsules
 835003005475 NSI Pine Bark Extract 95% OPC – 100 mg – 300 Capsules
 835003004423 NSI Turmeric Extract Curcumin C3 Complex with Bioperine – 120 Capsules
 835003006076 NSI Vegetarian Red Yeast Rice – 600 mg – 120 Capsules
 835003006526 CSI Alpha Lipoic Acid Facial Complex with BioPerine – 60 Capsules
 835003005291 NSI Agaricus Blazei Extract – 500 mg – 90 Capsules
 835003001736 NSI Chitosan – 500 mg – 240 Capsules
 835003005826 NSI Chlorophyll & Alfalfa – 300 Capsules
 835003007479 NSI Fo-Ti Root – 1220 mg – 100 Capsules
 835003005819 NSI Ginger Root – 1,100 mg per serving – 360 Capsules

835003008285 NSI Herbal Hormone Complex 920 mg per serving – 180 Capsules
 835003008315 NSI Herbal Liver Support – 950 mg – 120 Capsules
 835003003082 NSI Hoodia Gordonii – 120 Capsules
 835003009770 NSI Horny Goat Weed Complex – 240 Capsules
 835003005758 NSI Horny Goat Weed Complex 1,200 mg per serving – 120 Capsules
 835003008322 NSI Horsechestnut Complex – 1300 mg – 120 Capsules
 835003003518 NSI Kudzu Root (1,200 mg per serving) – 180 Capsules
 835003001682 NSI Nattokinase – 100 mg (2,000 FU) – 90 Capsules
 835003004065 NSI Red Yeast Rice + CoQ10 with No-Flush Niacin – 120 Capsules
 835003002696 NSI Rhodiola Rosea – 240 Capsules
 835003005024 NSI Turmeric Extract with BioPerine – 900 mg – 120 Capsules
 835003006670 NSI Wild Yam Root – 850 mg – 300 Capsules
 844197010967 NSI Quebracho Bark Extract Q-Vida®; -- 400 mg – 60 Capsules
 844197010660 NSI Stinging Nettle Leaf 300 Caps
 835003008438 NSI Wild Blueberry Complex w/ Pomegranate – 60 Vegetarian Capsules
 835003008445 NSI Wild Blueberry complex w/Pomegranate – 1400 mg – 120 Vegetarian Capsules
 835003007783 NSI Wildcrafted Bladderwrack – 600 mg – 180 Vegetarian Capsules
 835003006748 NSI Hoodia Gordonii – 500 mg – 240 Vegetarian Capsules
 835003006854 NSI Hoodia Gordonii – 250 mg – 1 fl oz
 835003006861 NSI Stevia Leaf Extract – 4 Fluid Ounce
 835003004515 NSI Norwegian Cod Liver Oil – 2,200 mg per serving – 100 Softgels
 835003005420 NSI Norwegian Cod Liver Oil – 2,200 mg per serving – 300 softgels
 844197010912 NSI Omega Fishies For Kids – 200 mg DHA per serving – 120 Softgels
 835003006496 NSI Omega-3 Mood Formula – 1,200 mg EPA & DHA per serving – 180 Softgels
 835003002344 NSI Royal Jelly – 120 Softgels
 835003006090 NSI Royal Jelly Extract – 2000 mg – 300 Softgels
 835003007585 NSI Omega 3-6-9 Natural Oil Blend – 2000 mg – 180 Softgels
 835003001484 NSI Mega EFA Omega-3 EPA & DHA – 120 Softgels
 835003005017 NSI Mega EFA® Omega -3 EPA & DHA – 240 Softgels
 835003005635 NSI Phosphatidylserine Complex – 1,000 mg per serving – 300 Softgels
 835003007530 NSI Silica from Horsetail Herb Extract – 1500 mg – 240 Tablets
 844197011155 NSI Synergy 3000 Multi- Vitamin Version 11 180 Cap
 844197011308 NSI Synergy 3000 Multi-Vitamin Version 11 180 Tabs
 844197010547 NSI Synergy Advanced Version 5
 835003009879 NSI Synergy Basic Multi-Vit Version 3 3Pack
 844197011001 NSI Synergy Basic Multi-Vitamin Version 3 60 Caps
 844197011230 NSI Synergy Basic Multi-Vitamin Version 3 60 Tabs
 844197011322 NSI Synergy Cardiolift Multi Version 7 180 Caps
 835003007172 NSI Synergy Energy Version 3 120 Caps
 835003009855 NSI synergy Energy Version 3 240 Caps
 835003000234 NSI Synergy GlucoPower Multi-Vit, Ver-2 240 Caps
 844197011025 NSI Synergy Healthy Cholesterol Multi-Vitamin 180 C
 835003005710 NSI Synergy Max 60 Packets Ver 4
 844197011292 NSI Synergy Men's Multi-Vit, Version 3 180 Tabs
 835003000173 NSI Synergy Men's Multi-Vitamin Ver-2 240 Caps (01
 835003009510 NSI Synergy Men's Multi-Vitamin Version 2- 3 Pack
 835003008377 NSI Synergy NeuroPower Multi-Vitamin V-4 180 Caps
 844197011018 NSI Synergy Once Daily Multi Version 3 60 Caps
 844197011247 NSI Synergy Once Daily Multi- Vitamin V3- 60 Tabs
 844197010561 NSI Synergy Platinum Version-4 60 Packets
 835003007752 NSI Synergy Prenatal Plus Multi-Vitamin 180 Caps
 835003001873 NSI Synergy Rx 180 caps
 835003006939 NSI Synergy Spectrum Multi-Vit & Mineral 360 Caps
 835003005048 NSI Synergy Supreme Version 3 360 Caps

835003005079 NSI Synergy Ultra Multi Vitamin Version 5
 835003005765 NSI Synergy V-10 w/Mega EFA TocoQ10 100mg 60Packet
 835003004775 NSI Synergy Women's Multi-Vitamin Ver-5 240 Caps
 844197011032 NSI Synergy Women's Multi-Vitamin w Iron V-5 240 C
 835003006465 NSI Advanced Bone Support Formula 150 Caps
 835003005055 NSI ArthriPower Ultra Multi Vitamin Ver 2- 240 Cap
 835003004416 NSI Bone Booster Complex 240 Caps
 835003008988 NSI Calcium & Magnesium 120 caps
 835003000364 NSI Calcium & Magnesium 240 Caps (0136)
 835003002177 NSI Calcium Citrate Chewable Tablets 120 Tabs
 835003000722 NSI Calcium Citrate Malate 1,000mg 200 Caps (0172)
 835003004386 NSI Calcium Citrate w/Vitamin D 240 Tabs
 835003005109 NSI Calcium Citrate/Malate 100 Caps
 835003005116 NSI Calcium Citrate/Malate 300 Caps
 835003000760 NSI Calcium Citrate/Malate Magnesium & Vit D 180 C
 835003008728 NSI Calcium Citrate/Malate Mg & Vitamin D 300 Caps
 835003008711 NSI Calcium Citrate/Malate Mg & Vitamin D 90 Caps
 835003004027 NSI Calcium Multi-Mineral w/TriBoron 240 Caps
 835003002955 NSI Calcium Pyruvate 750 mg 240 Caps
 844197010806 NSI Calcium-Mg-Zn 300 Tab
 835003001606 NSI Cardiolift Advanced Version 2 180 Caps
 835003002078 NSI Chlorella 200mg 1500 Tabs
 844197011278 NSI Chia Seeds, 16oz
 835003007028 NSI Chocolate Protein Soy Shake 64g
 835003002153 NSI Chocolate Soy Shake 14g
 844197011513 NSI CoQ10 Energizer 120 Caps
 835003009053 NSI Coral Calcium 180 Caps
 835003009060 NSI Coral Calcium 360 Caps
 835003000852 NSI Coral Calcium 90Caps (0185)
 835003001132 NSI Coral Calcium W/Magnesium 180 Caps (0213)
 835003002757 NSI CreaPure Creatine Monohydrate 300 Caps
 844197010127 NSI Creatine w/ Creapure Powder 500g
 835003002276 NSI Creatine with Creapure Powder 1,000g
 844197010998 NSI DiCalcium Malate w Magnesium & Vitamin D3 180c
 835003009817 NSI D-Ribose BioEnergy 3000mg 100 Caps
 835003005918 NSI D-Ribose BioEnergy 3000mg 200 Caps
 835003005901 NSI D-Ribose Bioenergy RIBOSE 300g / 10.6oz
 835003002368 NSI Fiber Drink Orange Flavor 16.93oz
 835003002375 NSI Fiber Drink Tropical Fruit Flavor 15.6oz
 835003000579 NSI Friendly Fiber 240 Caps (0157)
 835003009589 NSI Friendly Fiber w/ FOS & Probiotics 120 Caps
 835003001026 NSI Friendly Fiber W/FOS & Probiotics 240 Caps
 835003001903 NSI Glucomannan 180 caps
 835003008841 NSI Glucomannan 360 Caps
 835003008834 NSI Glucomannan 90 Caps
 835003007660 NSI GlucoPower Shake Chocolate 555g
 835003007677 NSI GlucoPower Shake Vanilla 555g
 835003000227 NSI Glucosamine & Chondroitin Double Strength 180
 835003001712 NSI Glucosamine & Chondrotin 240t Tabs
 835003001743 NSI Glucosamine Sulfate 1000mg 240 Caps
 835003000883 NSI Glucosamine Sulfate 750mg 180 Caps (0188)
 835003008803 NSI Glucosamine, Chondrotin & MSM W/Vit-C 120 Tab
 835003001729 NSI Glucosamine, Chondrotin & MSM W/Vit-C 240 Tab
 835003008797 NSI Glucosamine, Chondrotin & MSM W/Vit-C 90 Tab

835003000326 NSI Glucosamine/Chondroitin & MSM 120 Caps
 835003008780 NSI Glucosamine/Chondroitin & MSM 240 Caps
 835003005031 NSI Glucosamine/Chondroitin & MSM 360 Caps
 844197011490 NSI Hair, Skin & Nails formula 120 Caps
 835003000562 NSI Healthy Bones 120 Caps
 835003003297 NSI Healthy Bones Ultra 240 Caps
 835003001118 NSI Healthy Libido 180 Caps (0211)
 835003009596 NSI Healthy Libido 360 Caps
 835003001514 NSI Healthy Liver Version 2 180 Caps
 835003001385 NSI Healthy Skin Version 2 180 Caps (0238)
 844197011520 NSI Joint Formula 240 Caps
 835003003921 NSI Lecithin Granules (Apples & Cinnamon) 16oz
 844197010134 NSI Lecithin Granules (Unflavd) 32oz
 835003002788 NSI Lecithin Granules (Unflvrd) 16oz
 835003002702 NSI L-Glutamine 500mg 300 Caps
 835003007097 NSI Liquid Calcium Magnesium w 800iu D 16oz
 835003007103 NSI Liquid Calcium Magnesium w 800iu D 32oz
 844197010349 NSI Liquid Diet w/Hoodia 32oz
 835003006946 NSI Liquid Gluc/Chon/MSM w/Orange Flavor 32oz
 835003001552 NSI Low Carb DietersBasic Multi V-2 180 Caps
 835003005093 NSI Magensium Ultra 90 Caps
 835003001798 NSI Magnesium (Malate) 175mg 180 Caps
 835003000654 NSI Magnesium 500mg 180 Caps (0165)
 835003009046 NSI Magnesium 500mg 90 Caps
 835003007455 NSI Magnesium Asporotate 400mg 120 Caps
 835003004348 NSI Magnesium Citrate 400mg 120 Tabs
 835003003471 NSI Magnesium Taurinate 180 Caps
 835003002030 NSI Magnesium Ultra 180 Caps
 844197011537 NSI Men's Multi-Nutrient 240 Caps
 835003007547 NSI Mitochondrial Energy Booster 120 Caps
 844197011063 NSI Mitochondrial Energy Optimizer w SODzyme 120c
 844197010769 NSI Multi Minerals w/ Boron & D 300 tab
 835003003532 NSI Multi-Fiber 275 Tabs
 844197010103 NSI Muscle Protein Max Chocolate 2.3lb
 844197010097 NSI Muscle Protein Max Cookies n Creme 2.3lb
 844197010110 NSI Muscle Protein Max Vanilla 2.3 lbs
 844197010257 NSI N.O. Thunder Grape Berry Flavor 820g 1.81 lbs
 844197010233 NSI N.O. Thunder Tropical Fruit Punch 1.81 lbs
 835003001347 NSI Natural GH Formula 120 Caps (0234)
 835003004461 NSI Natural Magnesium Calm Lemon 16oz
 835003004454 NSI Natural Magnesium Calm Raspberry/Lemon 16oz
 835003004447 NSI Natural Magnesium Calm Unflavored 16oz
 835003003341 NSI Natural Ultra Calcium 1200 w/Vit-D 300 Softgel
 835003003822 NSI Natural Whey w/Xylitol & Stevia Chocolate 5lb
 835003004089 NSI Natural Whey w/Xylitol & Stevia Vanilla 5lb
 835003001446 NSI OcuPower Basic Multi-Vitamin - 60 Caps (0244)
 835003000067 NSI Ocupower Multi-Vitamin 180 Caps (0106)
 835003004430 NSI Organic Cold-Milled Flax Seed 15oz
 835003002399 NSI Organic Flax Seed Oil 2,000mg 300 Softgels
 835003004362 NSI Organic High Lignans Flax Oil (20% Lig) 16floz
 844197010417 NSI Organic Noni Menopause Formula for Women 32 oz
 844197010431 NSI Organic Noni Vitality Formula for Men 32 oz
 835003007196 NSI Organic Spirulina 500mg 360 Tabs
 835003007257 NSI Organic Spirulina Powder 1lb

835003003006 NSI Pedia Power Synergy Childs Chew(Berry)240 Tabs
835003004058 NSI Phytoestrogen Complex w/Soy Select 60 Caps
835003007561 NSI PhytoEstrogen Ultra 1800mg per serv 60 Softgel
835003002290 NSI Phytosterol Complex 240 Tabs
835003002962 NSI Potassium & Magnesium 200 Caps
835003004270 NSI Potassium Citrate 99mg 300 Caps
835003008681 NSI Protein Ultra 24 Chocolate 2 lbs
835003008674 NSI Protein Ultra 24 Vanilla 936 g
835003001965 NSI Psyllium Husks 200 Caps
835003002795 NSI Psyllium Husks Powder 22oz
844197010141 NSI Psyllium Husks Powder 44oz
835003007332 NSI Pure Energy 180 Caps
835003007042 NSI Sambucus Nigra Elderberry 8 oz
835003004751 NSI Spirulina 1000mg 360 Tabs
835003007134 NSI Unflavored Soy Protein Shake
835003007035 NSI Vanilla Protein Soy Shake 2.1 lbs
835003002160 NSI Vanilla Soy Shake 14g
835003004300 NSI Vegetarian Glucosamine & MSM 240 Veg Caps
835003008292 NSI Wheat Grass 1000mg 90 Vcaps
835003003914 NSI WheyIso Chocolate 3lb
835003002504 NSI WheyIso Vanilla 3lb
835003008179 NSI Whole Food Shake 585g 21 oz
844197011506 NSI Women's Multi-Nutrient 240 Caps
835003008001 NSI Yeast Clean 180 Caps