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5 Attorneys for Plaintiff
ENVIRONMENTAL RESEARCH CENTER

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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

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11 ENVIRONMENTAL RESEARCH CENTER, a) CASE NO.
non-profit California corporation,)
12)
Plaintiff,)
13)
v.) [PROPOSED] STIPULATED CONSENT
14) JUDGMENT
CONTINENTAL VITAMIN COMPANY,)
15 INC., a California Corporation,)
16)
Defendant.)
17)
18)

19 IT IS HEREBY STIPULATED AND AGREED by the Parties hereto, as follows:

20 **WHEREAS:**

21 A. ENVIRONMENTAL RESEARCH CENTER (“**ERC**” or “Plaintiff”) is a citizen
22 enforcer of California Health and Safety Code § 25249.6 *et seq.* (“**Proposition 65**”) and is a non-
23 profit corporation organized under California’s Non-Profit Public Benefit Corporation Law.

24 B. CONTINENTAL VITAMIN COMPANY, INC. (“CONTINENTAL” of
25 “Defendant”), is a California Corporation. CONTINENTAL allegedly manufactured, packaged,
26 distributed, marketed, and/or sold the products containing lead and lead compounds sold in the

1 State of California (“**the Products or Product**”). “**Parties**” means ERC and CONTINENTAL
2 only.

3 C. The name of the Products covered under this Consent Judgment are set forth in
4 **Exhibit A**, attached hereto (any products not set forth on Exhibit A hereto are not subject to the
5 injunctive provisions herein, and are not covered by the release of liability herein);

6 D. On February 27, 1987, the State of California officially listed the chemical lead as
7 a chemical known to cause reproductive toxicity, pursuant to California Health and Safety Code
8 § 25249.8;

9 E. On October 1, 1992, the State of California officially listed the chemicals lead and
10 lead compounds as chemicals known to cause cancer, pursuant to California Health and Safety
11 Code § 25249.8;

12 F. The Products have allegedly been sold by Defendant for use in California since at
13 least May 31, 2010.

14 G. On May 31, 2011 ERC served Defendant and each of the appropriate public
15 enforcement agencies with a document entitled "60-Day Notice" that provided Defendant and
16 the public enforcement agencies with notice that Defendant was in violation of Proposition 65
17 for failing to warn purchasers and individuals using the Products that the use of the Products
18 exposes them to lead, a chemical known to the State of California to cause cancer and/or
19 reproductive toxicity (“**Prop. 65 Notices**”) (a copy of the 60-Day Notices are attached hereto as
20 **Exhibit B**);

21 H. The Action was brought by ERC in the public interest at least sixty (60) days after
22 ERC provided notice of the Proposition 65 violations to Defendant and the appropriate public
23 enforcement agencies and none of the public enforcement agencies had commenced and begun
24 diligently prosecuting an action against Defendant for such violations;

25 I. For purposes of this Consent Judgment only, the Parties stipulate that this Court
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1 has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties,
2 that venue is proper in this Court, and that this Court has jurisdiction to enter a Consent
3 Judgment pursuant to the terms set forth herein;

4 J. The Parties enter into this Consent Judgment to settle disputed claims between
5 them and to avoid prolonged litigation. By execution of this Consent Judgment, Defendant does
6 not admit any violations or the applicability of Proposition 65. Except for the representations
7 made above, nothing in this Consent Judgment shall be construed as an admission by Defendant
8 or Plaintiff of any fact, issue of law, or violation of law, nor shall compliance with this Consent
9 Judgment constitute or be construed as an admission by Defendant or Plaintiff of any fact, issue
10 of law, or violation of law;

11 K. Except as expressly provided herein, nothing in this Consent Judgment shall
12 prejudice, waive or impair any right, remedy or defense the Parties may have in any other or
13 further legal proceeding. This paragraph shall not diminish or otherwise affect the obligations,
14 responsibilities, and duties of any Party to this Consent Judgment; and,

15 L. The “**Effective Date**” of this Consent Judgment shall be the date upon which this
16 Consent Judgment is entered by the Court.

17 **NOW, THEREFORE**, in consideration of the promises, covenants and agreements
18 herein contained, the sufficiency and adequacy of which is hereby acknowledged by the Parties:

19 1. **Injunctive Relief.** On and after the Effective Date of this Consent Judgment, Defendant
20 shall not distribute into the State of California, or directly sell in the State of California any Product
21 for which the maximum dose recommended on the label contains more than 0.5 micrograms (**mcg**) of
22 lead, excluding the following amounts of naturally occurring lead in the ingredients listed below in
23 Table 1A in accordance with the Attorney General’s Stipulation Modifying Consent Judgments in
24 *People v. Warner Lambert et al.* (San. Fran. Sup. Ct. Case No. 984503), unless each individual
25 Product (in the form intended for sale to the end-user) bears one of the warning statements specified
26

1 below on its individual unit label or unit packaging:

2 **TABLE 1A**

<u>INGREDIENT</u>	<u>NATURALLY OCCURRING AMOUNT OF LEAD</u>
<u>Calcium</u>	<u>.8 mcg /1000 milligrams</u>
<u>Ferrous Fumarate</u>	<u>.4 mcg/g</u>
<u>Zinc Oxide</u>	<u>8.0 mcg/g</u>
<u>Magnesium Oxide</u>	<u>.4 mcg/g</u>
<u>Magnesium Carbonate</u>	<u>.332 mcg/g</u>
<u>Magnesium Hydroxide</u>	<u>.4 mcg/g</u>
<u>Zinc Gluconate</u>	<u>.8 mcg/g</u>
<u>Potassium Chloride</u>	<u>1.1 mcg/g</u>

13 2. For Products that cause exposures in excess of that permitted by paragraph 1,
14 unless Defendant can prove that the excess exposure is caused solely by “naturally occurring”
15 lead at the “lowest level currently feasible,” as set forth in 27 California Code of Regulations §
16 25501(a), Defendant shall, at the point of manufacture, prior to shipment to California, or prior
17 to distribution within California, (1) affix to or print on the Product container, cap, label, or unit
18 package, or (2) display at the point of sale of the Products the following warning (the language in
19 brackets in the warning below is optional):

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

22 The term “cancer” shall be included in the warning only if there is an exposure to a daily dose of
23 more than 15 micrograms of lead when taken as directed on the Product’s label and as defined by
24 the quality control methodology set forth in paragraph 4 below.

25 3. The warning required by paragraph 2 above shall be prominently affixed to, printed
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1 on, or displayed proximately to the point of sale of each Product intended for sale to a purchasers
2 in the State of California, with such conspicuousness, as compared with other words, statements,
3 designs, or devices on the labeling as to render it likely to be read and understood by an ordinary
4 individual under customary conditions of purchase or use. If the warning is displayed on the
5 Product container or labeling, the warning shall be at least the same size as the largest of any
6 other health or safety warnings on the product container or labeling, and the word “warning”
7 shall be in all capital letters and in bold print. If printed on the labeling itself, the warning shall
8 be contained in the same section of the labeling that states other safety warnings concerning the
9 use of the Product. The requirement for Product labeling set forth herein is imposed pursuant to
10 the terms of this Consent Judgment and is recognized by the parties as not being the exclusive
11 method of providing a warning for the Products under Proposition 65 and its implementing
12 regulations.

13 4. The Parties agree that on or after the Effective Date, Defendant shall not sell the
14 following products to a purchaser in the State of California :

- 15 a. CVC Specialties Ginseng Blast – Lead
- 16 b. CVC Specialties Billy’s Horny Goat Weed – Lead
- 17 c. CVC Specialties Yohimbe Rush – Lead
- 18 d. CVC Specialties Staminex – Lead

19 5. Defendant may reformulate the Products discussed in paragraph 4 to reduce the
20 lead content to below levels requiring a Proposition 65 warning, in which case the Parties agree
21 that the Products may be offered for sale in California without the warnings discussed in this
22 Consent Judgment. If Defendant contends that the Products have been so reformulated, then at
23 least once each year, Defendant shall undertake testing of any of the Products on which it does
24 not intend to place a warning label discussed in paragraph 2 above. Defendant (itself or through
25 another) shall test at least two (2) randomly-selected samples of each such Product for lead
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1 content, to confirm whether the daily dose is more or less than 0.5 micrograms of lead plus the
2 allowable amounts of the lead for the ingredients listed in Table 1A when taken as directed on
3 the Product's label. All testing pursuant to this Consent Judgment shall be performed by a
4 laboratory certified by the California Environmental Laboratory Accreditation Program for the
5 analysis of heavy metals or a laboratory that is approved by, accredited by, or registered with the
6 United States Food & Drug Administration for the analysis of heavy metals. The method of
7 selecting samples for testing must comply with the regulations of the Food and Drug
8 Administration as set forth in Title 21, Part 111, Subpart E of the Code of Federal Regulations,
9 including section 111.80(c). Testing for lead shall be performed using Inductively Coupled
10 Plasma-Mass Spectrometry (ICP-MS) and closed-vessel, microwave-assisted digestion
11 employing high-purity reagents¹ or any other testing method agreed upon in writing by the
12 parties. Nothing in this Consent Judgment shall limit Defendant's ability to conduct, or require
13 that others conduct, additional testing of the Products, including the raw materials used in their
14 manufacture. This Consent Judgment, including the testing and sampling methodology set forth
15 in this paragraph, is the product of negotiation and compromise, and is accepted by the parties
16 for purposes of settling, compromising, and resolving issues disputed in this action, including
17 future compliance by Defendant with this Consent Judgment, and shall not be used for any other
18 purpose, or in any other matter and, except for the purpose of determining future compliance
19 with this Consent Judgment, shall not constitute an adoption or employment of a method of
20 analysis for a listed chemical in a specific medium as set forth in 27 California Code of
21 Regulations § 25900(g). For the first two years from the date of this Consent Judgment,
22 Defendant shall provide any test results and documentation to ERC within 30 working days of
23 completion of the testing; thereafter upon written request from ERC, and shall retain all test
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25 ¹ See Mindak, W.R., Cheng, J., Canas, B.J., & Bolger, P.M. Lead in Women's and Children's Vitamins,
26 J. Agric. Food Chem. 2008, 56, 6892-96.

1 results and documentation from the date testing commenced.

2 6. The requirements set forth above, will only apply to any time in which Defendant
3 is a “person in the course of doing business,” as that term is defined in Health and Safety Code §
4 25249.11(b).

5 7. Defendant within thirty (30) days of the Effective Date will instruct all of its
6 customer service personnel responding to consumer inquiries by phone, e-mail or other
7 correspondence to instruct consumers not to consume more than the a recommended daily dose
8 on the writing on the label for all the Products.

9 8. **Civil Penalty Assessment.** Defendant agrees to pay a civil penalty in the amount
10 of \$4,400 pursuant to Health & Safety Code §25249.7(b). Plaintiff shall remit 75% of this
11 amount (\$3,300) to the State of California pursuant to Health & Safety Code §25192.

12 9. **Payment In Lieu of Further Civil Penalties.** Defendant agrees to make an
13 additional payment in lieu of further civil penalties in the amount of \$16,600 to ERC for projects
14 to reduce exposures to toxic chemicals, and to increase consumer, worker and community
15 awareness of the health hazards posed by toxic chemicals.

16 10. **Reimbursement of Plaintiff’s Fees and Costs.** Defendant agrees to reimburse
17 Plaintiff’s reasonable investigative, expert and attorneys' fees and costs incurred as a result of
18 investigating and prosecuting this action, negotiating a settlement in the public interest, and
19 obtaining required approvals from the Office the California Attorney General and the Superior
20 Court; these fees and costs total \$29,000.

21 11. **Payment Schedule.** Pursuant to Paragraphs 8, 9 and 10 herein, Defendant agrees
22 to remit the total amount of \$50,000 to Plaintiff, by check or money order payable to: the
23 “Lozeau Drury LLP Client Trust Account” and remitted to the Law Office of Lozeau Drury LLP
24 at the law firm’s address noted in the Notice provision below. The schedule for the payment of
25 these funds shall be as follows: (a) an initial payment of \$10,000.00 within thirty (30) calendar
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1 days of the Effective Date; (b) \$10,000 within sixty (60) days of the Effective Date; (c) \$10,000
2 within ninety (90) days of the Effective Date; (d) \$10,000 within one hundred and twenty (120)
3 days of the Effective Date; (e) \$10,000 within one hundred and fifty (150) days of the Effective
4 Date. In the event that any payments owed under this Consent Judgment is not remitted on or
5 before its due date, Defendant shall be deemed to be in default of its obligations under this
6 Consent Judgment. Plaintiff shall provide written notice to Defendant of any default; if
7 Defendant fails to remedy the default within two (2) business days of such notice, then all future
8 payments due hereunder shall become immediately due and payable, with the California
9 statutory interest rate applying to all interest accruing on unpaid balances due hereunder,
10 beginning on the due date of the funds in default.

11 12. **Plaintiff’s Release of Defendant; includes A “Downstream Release.”** Plaintiff,
12 acting on behalf of itself and acting on behalf of the general public, permanently and fully
13 releases Defendant, its parents, subsidiaries, affiliates (including those companies that are under
14 common ownership and/or common control), shareholders, directors, members, officers,
15 employees, and attorneys, and each entity to whom each of them directly or indirectly distributed
16 or sold the Products, including, but not limited to distributors, wholesalers, customers, retailers,
17 franchisees, and any other person or entity in the course of doing business who distributed,
18 marketed or sold the Products, from all claims of any nature asserted in the Prop. 65 Notices.

19 13. **Limits of Release.** Nothing in this release is intended to apply to any
20 occupational or environmental exposures arising under Proposition 65 nor shall it apply to any of
21 Defendant’s products not set forth on Exhibit A to this Consent Judgment.

22 14. **Release of Environmental Research Center.** Defendant, by this Consent
23 Judgment, waives all rights to institute any form of legal action against ERC for all actions or
24 statements made or undertaken by ERC in the course of seeking enforcement of Proposition 65
25 against the named Defendant by means of the Prop. 65 Notices.

1 15. **Motion for Approval of Consent Judgment/Notice to the California Attorney**

2 **General’s Office.** Upon execution of this Consent Judgment by the Parties, Plaintiff shall file a
3 civil complaint in this action together with a notice a Motion for Approval & Entry of Consent
4 Judgment in the California Superior Court for the County of Alameda pursuant to 11 California
5 Code of Regulations §3000, *et seq.* This motion shall be served upon all of the Parties to the
6 Action and upon the California Attorney General’s Office. In the event that the Court fails to
7 approve and order entry of the judgment, this Consent Judgment shall become null and void
8 upon the election of any Party as to them and upon written notice to all of the Parties to the
9 Action pursuant to the notice provisions herein. Defendant and ERC shall use their best efforts
10 to support entry of this Consent Judgment in the form submitted to the Office of the Attorney
11 General. If the Attorney General objects in writing to any term in this Consent Judgment, the
12 Parties shall use best efforts to resolve the concern in a timely manner and prior to the hearing on
13 the motion to approve this Consent Judgment. If the Attorney General elects to file papers with
14 the Court stating that the People shall appear at the hearing for entry of this Consent Judgment so
15 as to oppose entry of the Consent Judgment, then a party may withdraw from this Consent
16 Judgment prior to the date of the hearing, with notice to all Parties and the Attorney General, and
17 upon such notice this Consent Judgment shall be null and void and any payments made pursuant
18 to this Consent Judgment shall be promptly returned to Defendant.

19 16. **Severability.** In the event that any of the provisions of this Consent Judgment
20 are held by a court to be unenforceable, the validity of the enforceable provisions shall not be
21 adversely affected.

22 17. **Enforcement.** In the event that a dispute arises with respect to any of the
23 provisions of this Consent Judgment, this Consent Judgment may be enforced pursuant to Code
24 of Civil Procedure § 664.6 or any other valid provision of law. The prevailing party in any such
25 dispute shall be awarded all reasonable fees and costs incurred.

1 18. **Governing Law.** The terms of this Consent Judgment shall be governed by the
2 laws of the State of California.

3 19. **Notices.** All correspondence and notices required to be provided under this
4 Consent Judgment shall be in writing and shall be sent by first class registered or certified mail
5 addressed as follows. All correspondence to ERC shall be mailed to:

6 Environmental Research Center
7 5694 Mission Center Road, #199
8 San Diego, CA 92108

9 And to:

10 Richard Drury
11 Lozeau Drury LLP
12 410 12th Street, Suite 250
13 Oakland, CA 94607

14 All correspondence to Defendant shall be mailed to:

15 Ronald Beckenfeld
16 Continental Vitamin Company, Inc.'s
17 4510 S Boyle Ave
18 Vernon, CA 90058

19 20. **Integration & Modification.** This Consent Judgment, together with the Exhibits
20 hereto which are specifically incorporated herein by this reference, constitutes the entire
21 agreement between the Parties relating to the rights and obligations herein granted and assumed,
22 and supersedes all prior agreements and understandings between the Parties. This Consent
23 Judgment may be modified only upon the written agreement of the Parties.

24 21. **Counterparts.** This Consent Judgment may be executed in counterparts, each of
25 which shall be deemed an original, and all of which, when taken together, shall constitute one
26 and the same document. Execution and delivery of this Agreement by facsimile transmission or
other electronic means shall constitute legal and binding execution and delivery. Photocopies of
the executed Agreement shall have the same force and effect as an Agreement bearing original

1 signatures.

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

5
6 DATED: _____ By: _____
7 Chris Heptinstall, Executive Director
8 ENVIRONMENTAL RESEARCH CENTER

9 DATED: _____ By: _____
10 Ronald Beckenfeld, CEO
11 CONTINENTAL VITAMIN COMPANY, INC.

12 **IT IS SO ORDERED**

13 Dated: _____
14 _____
15 Judge of the Superior Court

16 **EXHIBIT A - Product List**

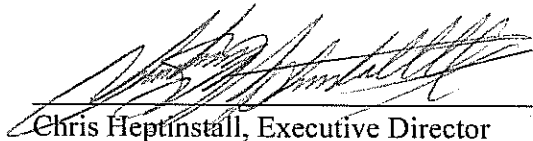
17 **EXHIBIT B - Prop. 65 Notice of Violation**
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1 signatures.

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

5
6 DATED: 12/5/11

By:



Chris Heptinstall, Executive Director
ENVIRONMENTAL RESEARCH CENTER

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9 DATED: _____

By:

Ronald Beckenfeld, CEO
CONTINENTAL VITAMIN COMPANY, INC.

10
11 **IT IS SO ORDERED**

12 Dated: _____

Judge of the Superior Court

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14 **EXHIBIT A - Product List**

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16 **EXHIBIT B - Prop. 65 Notice of Violation**

EXHIBIT A

PRODUCT LIST

- 3 CVC Specialties Ginseng Blast
- 4 CVC Specialties Billy's Horny Goat Weed
- 5 CVC Specialties Yohimbe Rush
- 5 CVC Specialties Staminex

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1 EXHIBIT B

Prop 65. Notice

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T 510.836.4200
F 510.836.4205

410 12th Street, Suite 250
Oakland, Ca 94607

www.lozeaudrury.com
richard@lozeaudrury.com

May 31, 2011

VIA CERTIFIED MAIL

Current CEO or President
Continental Vitamin Company, Inc.
4510 S Boyle Ave
Vernon, CA 90058

Ronald Beckenfeld
(Continental Vitamin Company, Inc.'s
Registered Agent for Service of Process)
4510 S Boyle Ave
Vernon, CA 90058

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

VIA PRIORITY MAIL

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

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

Dear Addressees:

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

ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

The name of the Company covered by this notice that violated Proposition 65 (hereinafter "the Violators") is:

Continental Vitamin Company, Inc.

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

CVC Specialties Ginseng Blast - Lead
CVC Specialties Billy's Horny Goat Weed - Lead
CVC Specialties Yohimbe Rush - Lead
CVC Specialties Staminex - Lead

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

This letter is a notice to each of the Violators and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violators currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter to each of the Violators.

Each of the Violators has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemicals. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and/or recommended use of these products by consumers. The primary route of exposure to these chemicals has been through ingestion, but may have also occurred through inhalation and/or dermal contact. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product's label. Each of the Violators violated Proposition 65 because they failed to provide an appropriate warning to persons using and/or handling these products that they are being exposed to the identified chemicals. Each of these ongoing violations has occurred on every day since May 31, 2008, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

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

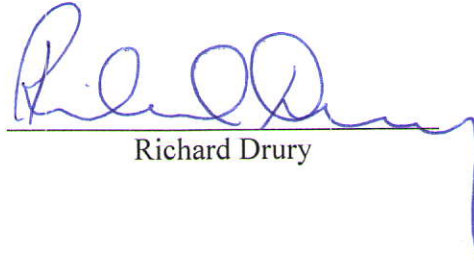
Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

May 31, 2011

Page 3

ERC's Executive Director is Chris Heptinstall, and is located at 5694 Mission Center Road #199, San Diego, CA 92108; Tel. (619) 309-4194. ERC has retained me in connection with this matter. While you may contact Mr. Heptinstall directly, we suggest that communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Sincerely,



Richard Drury

cc: Karen Evans

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Continental Vitamin Company, Inc. and its Registered Agent for Service of Process only)

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

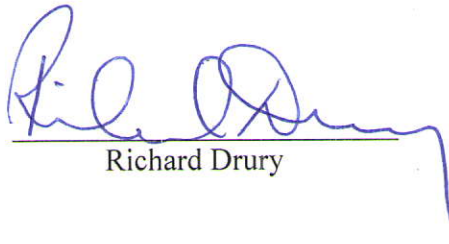
CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Continental Vitamin Company, Inc.

I, Richard Drury, declare:

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

Dated: May 31, 2011


Richard Drury

CERTIFICATE OF SERVICE

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

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On May 31, 2011, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Current CEO or President
Continental Vitamin Company, Inc.
4510 S. Boyle Ave
Vernon, CA 90058

Ronald Beckenfeld
(Continental Vitamin Company, Inc.'s
Registered Agent for Service of Process)
4510 S. Boyle Ave
Vernon, CA 90058

On May 31, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

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

On May 31, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on May 31, 2011, in Fort Oglethorpe, Georgia.



Chris Heptinstall

Service List

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

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

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

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

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

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

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

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

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

District Attorney, Fresno County
2220 Tulare Street, #1000
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