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Attorneys for Defendants
ECONET, INC. and UNIVERA, INC.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ENVIRONMENTAL RESEARCH
CENTER, a California non-profit
corporation,

Plaintiffs,

vs.

ECONET, INC., UNIVERA, INC., and
DOES 1-50, Inclusive,

Defendants.

Case No.: 30-2012-00606434-CU-MC-CJC

Judge: David T. McEachen

**[PROPOSED] STIPULATED CONSENT
JUDGMENT; [PROPOSED] ORDER**

[Health & Safety Code § 25249.5, *et seq.*]

Action Filed: October 19, 2012

1. INTRODUCTION

1.1 This Action arises out of the alleged violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 *et seq.* (also known as and herein after referred to as "Proposition 65") regarding the following products (hereinafter collectively the "Covered Products" or "Covered Product" to refer to a

single product):

- 1) Solanyx Night
- 2) Solanyx Day
- 3) Univera Inc. Bone & Joint
- 4) Univera Inc. Super Immune
- 5) Univera Inc. MetaGreens (Capsule)
- 6) Univera Inc. Florasterol
- 7) Univera Inc. MetaGreens (Powder)
- 8) Univera Inc. RegeniCARE Ultimate Joint Care Formula Lemon Flavored

1.2 Plaintiff Environmental Research Center, Inc. (“ERC”) is a California non-profit corporation acting as a private enforcer of Proposition 65 that asserts it is dedicated to, among other causes, helping safeguard the public from health hazards by reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility. ERC brings this Action in the public interest pursuant to California Health and Safety Code Section 25249.7.

1.3 Defendant UNIVERA, INC. is a Delaware Corporation and at all relevant times for purposes of this Consent Judgment, employed ten or more persons, and is a “person in the course of doing business” within the meaning of Proposition 65. UNIVERA, INC. manufactures, distributes and sells the Covered Products, and is referred to herein as Defendant or as UNIVERA.

1.4 ECONET, INC. asserts it is a parent company that does not manufacture, produce, market, sell, or distribute the Covered Products.

1.5 ERC and UNIVERA are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties.”

1.6 On January 6, 2012, pursuant to California Health and Safety Code Section 25249.7(d)(1), ERC served a Notice of Violations of Proposition 65 (“Notice of Violations”) on the California Attorney General, other public enforcers, and Defendant. A true and correct copy of the Notice of Violations is attached hereto as Exhibit A.

1 **1.7** After more than sixty (60) days passed since service of the Notice of Violations,
2 and no designated governmental agency filed a complaint against Defendant with regard to the
3 Covered Products or the alleged violations, ERC filed the Complaint in this Action (the
4 “Complaint”) for injunctive relief and civil penalties. The Complaint is based on the allegations
5 in the Notice of Violations.

6 **1.8** The Complaint and the Notice of Violations each allege that Defendant
7 manufactured, distributed, and/or sold in California the Covered Products, which contain lead, a
8 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose
9 consumers at a level requiring a Proposition 65 warning. They further allege that use of the
10 Covered Products exposes persons in California to lead without first providing clear and
11 reasonable warnings, in violation of California Health and Safety Code Section 25249.6.
12 Defendant denies all material allegations of the Notice of Violation and the Complaint, asserts
13 numerous affirmative defenses, and specifically denies that the Covered Products require a
14 Proposition 65 warning or otherwise cause harm to any person.

15 **1.9** The Parties enter into this Consent Judgment in order to settle, compromise and
16 resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent
17 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any
18 of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
19 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors,
20 wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,
21 wrongdoing, or liability, including without limitation, any admission concerning any alleged
22 violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent
23 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties
24 may have in any other or future legal proceeding unrelated to these proceedings. However,
25 nothing in this Section shall affect the enforceability of this Consent Judgment.

26 **1.10** The “Effective Date” of this Consent Judgment shall be the date this Consent
27 Judgment is entered by the Court.

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1 **2. JURISDICTION AND VENUE**

2 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
3 jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties, that
4 venue is proper in this Court, and that this Court has jurisdiction to enter this Consent Judgment
5 pursuant to the terms set forth herein.

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

7 **3.1** Beginning on April 1, 2014, Defendant shall be permanently enjoined from
8 manufacturing for sale in California, directly selling to a consumer in California or “Distributing
9 into California” any of the Covered Products for which the maximum daily dose recommended
10 on the label contains more than 0.5 micrograms of lead, unless such Covered Product complies
11 with the warning requirements in Section 3.3 or qualifies as a “Reformulated Covered Product”
12 pursuant to Section 3.4. “Distributing into California” and “Distribute into California” mean to
13 ship any of the Covered Products to a California address for sale or consumption in California or
14 to sell any of the Covered Products to a distributor that Defendant knows will sell the Covered
15 Product in California.

16 **3.2 Calculation of Lead Levels**

17 As used in this Consent Judgment, lead levels are calculated pursuant to the testing
18 protocol described in Section 3.5. For purposes of measuring the lead, the highest lead detection
19 result of the 5 randomly selected samples of the Covered Products will be controlling.

20 **3.3 Clear and Reasonable Warnings**

21 For those Covered Products that are subject to the warning requirement of Section 3.1,
22 UNIVERA shall provide the following warning:

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

25 The text in brackets in the warning above is optional, except that the term “cancer” must
26 be included only if the maximum daily dose recommended on the label contains more than 15
27 micrograms of lead.

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1 The warning shall be prominently affixed to or printed upon the product's label of the
2 Covered Product so as to be clearly conspicuous, as compared with other statements or designs
3 on the label as to render it likely to be read and understood by an ordinary purchaser or user of
4 the product. If the warning is displayed on the product's label, it shall be at least the same size as
5 the largest of any other health or safety warnings on the product and the word "**WARNING**"
6 shall be in all capital letters and in bold print.

7 For any products sold via a website, the warning shall appear on the checkout page on the
8 website for Covered Products being shipped to a California address.

9 Defendants shall not provide any other statements to accompany the Warning, but
10 UNIVERA may refer customers to its company website and provide any information separately
11 on its website.

12 **3.4 Reformulated Covered Products.**

13 A Reformulated Covered Product is one for which the maximum recommended daily
14 serving on the label contains no more than 0.5 micrograms of lead per day.

15 **3.5 Testing and Quality Control Methodology**

16 (a) Beginning within one year of the Effective Date, UNIVERA shall test five
17 randomly selected samples of each of the Covered Products that UNIVERA intends to sell in
18 California (in the form intended for sale to the end-user) for lead content. The testing
19 requirement does not apply to any of the Covered Products for which Defendants have provided
20 the warning specified in Section 3.3.

21 (b) Testing for lead shall be performed using Inductively Coupled Plasma-Mass
22 Spectrometry ("ICP-MS") or any other testing method of comparable accuracy and reliability
23 that UNIVERA may select and as agreed upon by the Parties. UNIVERA may perform this
24 testing itself only if it provides in an attachment to the test results UNIVERA provides to ERC,
25 proof that its laboratory meets the requirements in 3.5(c). Otherwise, UNIVERA must use a
26 third party.

27 (c) All testing pursuant to this Consent Judgment shall be performed by a laboratory
28 certified by the California Environmental Laboratory Accreditation Program or a laboratory that

1 is registered with the United States Food & Drug Administration for the analysis of heavy
2 metals.

3 (d) UNIVERA shall retain all test results and documentation for a period of four
4 years from the date of the test. UNIVERA shall provide copies of the test results to ERC upon
5 ERC's request within 21 days of receipt of the request.

6 (e) UNIVERA shall test each of the Covered Products at least once a year for a
7 minimum of four consecutive years by testing five randomly selected samples of each Covered
8 Product which Defendant intends to sell or is manufacturing for sale in California, directly
9 selling to a consumer in California, or "Distributing into California." If tests conducted pursuant
10 to this Section demonstrate that no warning is required for a Covered Product during each of four
11 consecutive years, then the testing requirements of this Section will no longer be required as to
12 that Covered Product. However, if during or after the four year period, Defendant changes
13 ingredient suppliers for any of the Covered Products and/or reformulate any of the Covered
14 Products, Defendant shall test that Covered Product annually for at least four consecutive years
15 after such change is made.

16 (f) For purposes of this Consent Judgment, daily lead exposure levels shall be
17 measured in micrograms, and shall be calculated using the following formula: Micrograms of
18 lead per gram of product, multiplied by grams per serving of the product (using the largest
19 serving size appearing on the product label), multiplied by servings of the product per day (using
20 the largest number of servings in the recommended dosage appearing on the product label),
21 which equals micrograms of lead exposure per day.

22 **3.6** Covered Products manufactured or shipped to a consumer, retailer or other third
23 party prior to the Effective Date are not subject to the reformulation, testing or warning
24 obligations of this Consent Judgment. On the Effective Date, UNIVERA shall provide ERC with
25 the last lot number and expiration date for each of the Covered Products that are subject to this
26 Section 3.6.

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1 **4. SETTLEMENT PAYMENT**

2 **4.1** Defendants shall make a total payment of \$75,000.00 within 10 business days of
3 the Effective Date, which shall be in full and final satisfaction of all potential civil penalties,
4 payment in lieu of civil penalties, and attorney's fees and costs. The payment will be sent to
5 counsel for ERC, William F. Wraith, Wraith Law, 16485 Laguna Canyon Road, Suite 250,
6 Irvine, California, 92618. The payment shall be apportioned as follows:

7 **4.2** \$12,360.00 as civil penalties pursuant to California Health and Safety Code
8 Section 25249.7(b)(1). Of this amount, \$9,270.00 shall be payable to the Office of
9 Environmental Health Hazard Assessment ("OEHHA"), and \$3,090.00 shall be payable to ERC.
10 (Cal. Health & Safety Code § 25249.12(c)(1) & (d)). ERC's counsel will forward the civil
11 penalty to OEHHA.

12 **4.3** \$20,384.00 payable to ERC as reimbursement to ERC for reasonable costs
13 associated with the enforcement of Proposition 65 and other costs incurred as a result of work in
14 bringing this Action.

15 **4.4** \$18,541.05 payable to ERC in lieu of further civil penalties, for the day-to-day
16 business activities such as (1) continued enforcement of Proposition 65, which includes work,
17 analyzing, researching and testing consumer products that may contain Proposition 65 chemicals,
18 focusing on the same or similar type of ingestible products that are the subject matter of the
19 current action; (2) the continued monitoring of past consent judgments and settlements to ensure
20 companies are complying with Proposition 65; and (3) giving a donation of \$927.00 to the
21 Center for Environmental Health to address reducing toxic chemical exposures in California.

22 **4.5** \$23,152.45 payable to William F. Wraith as reimbursement of ERC's attorney's
23 fees and attorney's costs.

24 **4.6** \$562.50 payable to Karen Evans as reimbursement of ERC's attorney's fees and
25 attorney's costs.

26 **5. RETENTION OF JURISDICTION**

27 This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this
28 Consent Judgment.

1 **6. MODIFICATION OF CONSENT JUDGMENT**

2 This Consent Judgment after its entry by the Court may be modified by the Parties only
3 as follows: (1) upon written agreement of the Parties and upon entry of a modified Consent
4 Judgment by the Court based on such a written agreement of the Parties; or (2) should there be
5 an amendment to Proposition 65 or should the Office of Environmental Health Hazard
6 Assessment (“OEHHA”) promulgate regulations that establish a Maximum Allowable Dose
7 Level for lead that is more or less stringent than 0.5 micrograms per day, this Consent Judgment
8 shall be deemed modified by the Parties on the date the amendment becomes effective or the
9 regulations become effective to incorporate the amendment or new standard into this Consent
10 Judgment. In the event of an agreed upon modification by the Parties, each party will bear its
11 own attorney’s fees and costs.

12 **7. ENFORCEMENT OF CONSENT JUDGMENT; GOOD FAITH ATTEMPT TO**
13 **RESOLVE DISPUTES**

14 In the event a dispute arises with respect to any Party’s compliance with the terms and/or
15 conditions of this Consent Judgment after its entry by the Court, the Party seeking compliance of
16 another Party shall make a good faith attempt to resolve the dispute by conferring with the other
17 Party in person, by telephone or by written communication before seeking relief from the Court.
18 If the dispute is not resolved after such an attempt, this Consent Judgment may be enforced in
19 this Court pursuant to any valid provision of the law. The prevailing party in any such dispute
20 brought to this Court for resolution shall be awarded all reasonable costs and attorney’s fees. As
21 used in the preceding sentence, the term “prevailing party” means a party who is successful in
22 obtaining relief more favorable to it than the relief the other party was agreeable to providing
23 during the Parties’ good faith attempt to resolve the dispute that is the subject of such an
24 enforcement proceeding.

25 **7. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

26 **7.1 Release**

27 ERC acting on its own behalf and in the public interest releases UNIVERA and all other
28 persons named in the Notice, each person that has distributed or sold Covered Products provided

1 directly or indirectly by UNIVERA or other person named in the Notice, including but not
2 limited to downstream distributors, wholesalers, retailers, franchisees, and all of their
3 predecessors and successors in interest, parent, subsidiary and affiliated entities under common
4 ownership or control, directors, officers, employees, agents, shareholders, partners, members,
5 licensors, licensees and attorneys (excluding private label customer) from all claims for
6 violations of Proposition 65 up through the Effective Date based on exposure to lead from the
7 Covered Products as set forth in the Notice of Violations. Compliance with the terms of this
8 Consent Judgment shall be deemed to constitute compliance with respect to exposures to lead
9 from the covered Products as set forth in the Notice of Violations and Complaint.

10 **7.2 No Other Known Claims or Violations**

11 ERC affirms that as of the date this Consent Judgment is executed it is not aware of any
12 actual or alleged violations of Proposition 65 by Defendants or by any other person named in the
13 Notice of Violations, other than those that are fully resolved by this Consent Judgment, and that
14 as of such date they are not presently investigating any potential Proposition 65 violations
15 involving such persons.

16 **7.3 Unknown Claims**

17 It is possible that other claims not now known to the Parties arising out of the facts
18 alleged in the Notice of Violations or the Complaint and relating to lead in the Covered Products
19 that were manufactured before the Effective Date will develop or be discovered. ERC, on behalf
20 of itself only, waives California Civil Code Section 1542 as to any such unknown claims.

21 California Civil Code Section 1542 reads as follows:

22 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
23 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
24 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
25 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
26 **SETTLEMENT WITH THE DEBTOR.”**

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1 **7.4** ERC, on one hand, and UNIVERA and ECONET, INC., on the other hand, each
2 release and waive all claims they may have against each other and their respective officers,
3 directors, employees, agents, representatives, and attorneys for any statements or actions made or
4 undertaken by them or their respective officers, directors, employees, agents, representatives, and
5 attorneys in connection with the Notice of Violations or this Action.

6 **7.5** Concurrent with entry this Consent Judgment, ERC shall file a request for
7 dismissal of this action in its entirety, with prejudice, as to defendant Econet, Inc. and all DOE
8 defendants.

9 **8. CONSTRUCTION AND GOVERNING LAW**

10 **8.1** The terms and conditions of this Consent Judgment have been reviewed by the
11 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to
12 fully discuss the terms and conditions with its counsel. In any subsequent interpretation or
13 construction of this Consent Judgment, the terms and conditions shall not be construed against
14 any Party.

15 **8.2** The terms and conditions of this Consent Judgment shall be governed by and
16 construed in accordance with the laws of the State of California.

17 **8.3** No inference, assumption or presumption shall be drawn, and no provision of this
18 Agreement shall be construed against any of the Parties, based upon the fact that one of the
19 Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion this
20 Agreement. It is conclusively presumed all of the Parties participated equally in the preparation
21 and drafting of this Agreement, and in this regard, the Parties hereby waive California Civil
22 Code § 1654, which states, in pertinent part: "the language of a contract should be interpreted
23 most strongly against the party who caused the uncertainty to exist."

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1 **9. PROVISION OF NOTICE**

2 All notices required to be given to either Party to this Consent Judgment by the other
3 shall be in writing and sent to the following agents listed below by: (a) first-class, registered, (b)
4 certified mail, (b) overnight courier, or (c) personal delivery to the following

5 **For Environmental Research Center**

6 Chris Heptinstall, Executive Director
7 Environmental Research Center
8 3111 Camino del Rio North, Suite 400
9 San Diego, CA 92108

10 William F. Wraith, Esq.
11 Wraith Law
12 16485 Laguna Canyon Road, Suite 250
13 Irvine, CA 92618

14 **For ECONET, INC. and UNIVERA, INC.**

15 Univera, Inc.
16 c/o Casey Harris,
17 In-House Counsel
18 3005 1st Avenue
19 Seattle, WA 98121

20 With a copy to:
21 Paul S. Rosenlund, Esq.
22 Michael L. Reitzell, Esq.
23 Duane Morris LLP
24 Spear Tower
25 One Market Plaza, Suite 2200
26 San Francisco, CA 94105-1127

27 Any party, from time to time, may specify in writing to the other party a change of address to
28 which all notices and other communications shall be sent.

1 **10. COURT APPROVAL**

2 **10.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
3 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
4 Consent Judgment.

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1 **10.2** If the California Attorney General objects to any term in this Consent Judgment,
2 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
3 prior to the hearing on the motion.

4 **10.3** If this Stipulated Consent Judgment is not approved by the Court despite the
5 Parties' best efforts, it shall be null and void and have no force or effect.

6 **10.4** ERC will report this Consent Judgment as reasonably required by law.

7 **11. EXECUTION AND COUNTERPARTS**

8 This Stipulated Consent Judgment may be executed in counterparts, which taken together
9 shall be deemed one document. A facsimile or .pdf signature shall be construed as valid and as
10 the original signature.

11 **12. ENTIRE AGREEMENT, AUTHORIZATION**

12 **12.1** This Consent Judgment contains the sole and entire agreement and understanding
13 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,
14 negotiations, commitments and understandings related hereto. No representations, oral or
15 otherwise, express or implied, other than those contained herein have been made by any Party.
16 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to
17 exist or to bind any Party.

18 **12.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
19 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly
20 provided herein, each Party shall bear its own fees and costs.

21 **13. REQUEST FOR FINDINGS AND FOR APPROVAL**

22 **13.1** This Consent Judgment has come before the Court upon the request of the Parties.
23 The Parties request the Court to fully review this Consent Judgment and, being fully informed
24 regarding the matters which are the subject of this action, to:

25 (a) Find that the terms and provisions of this Consent Judgment represent a good
26 faith settlement of all matters raised by the allegations of the Complaint, that the matter has been
27 diligently prosecuted, and that the public interest is served by such settlement; and

28 (b) Make the findings pursuant to California Health and Safety Code section

1 25249.7(f)(4), and approve the Settlement, and this Consent Judgment.

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3 IT IS SO STIPULATED:

4 ENVIRONMENTAL RESEARCH CENTER

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6

7 Chris Heptinstall, Executive Director

Dated: _____

8

9 ECONET, INC.

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12 
H.Y. Smith, President & CEO

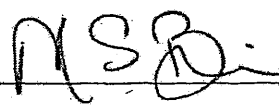
Dated: 03-24-2014

13

14 UNIVERA, INC.

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Dated: 3-25-2014

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19 APPROVED AS TO FORM AND CONTENT:

20

21 WRAITH LAW

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24 William F. Wraith
25 Counsel for Environmental Research Center

Dated: _____

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27 DUANE MORRIS LLP

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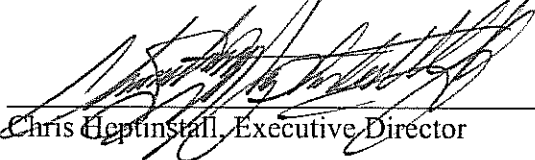
29 
Paul S. Rosenlund
Michael L. Reitzell
Counsel for Econet, Inc. and Univera, Inc.

Dated: 3-25-14

1 25249.7(f)(4), and approve the Settlement, and this Consent Judgment.

2
3 **IT IS SO STIPULATED:**

4 **ENVIRONMENTAL RESEARCH CENTER**

5
6 
7 Chris Heptinstall, Executive Director

Dated: 3/21/2014

8
9 **ECONET, INC.**

10
11 _____ Dated: _____

12
13 **UNIVERA, INC.**

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15 _____ Dated: _____

16
17 **APPROVED AS TO FORM AND CONTENT:**

18
19 **WRAITH LAW**

20
21 _____
22 William F. Wraith
23 Counsel for Environmental Research Center

Dated: _____

24 **DUANE MORRIS LLP**

25
26 _____
27 Paul S. Rosenlund
28 Michael L. Reitzell
Counsel for Econet, Inc. and Univera, Inc.

Dated: _____

1 25249.7(f)(4), and approve the Settlement, and this Consent Judgment.

2
3 **IT IS SO STIPULATED:**

4 **ENVIRONMENTAL RESEARCH CENTER**

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6 _____
Chris Heptinstall, Executive Director

Dated: _____

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9 **ECONET, INC.**

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11 _____

Dated: _____

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13 **UNIVERA, INC.**

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15 _____

Dated: _____

16
17
18 **APPROVED AS TO FORM AND CONTENT:**

19 **WRAITH LAW**

20
21 
22 William F. Wraith
Counsel for Environmental Research Center

Dated: 3/21/2014

23
24 **DUANE MORRIS LLP**

25
26 _____
27 Paul S. Rosenlund
Michael L. Reitzell
28 Counsel for Econet, Inc. and Univera, Inc.

Dated: _____

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ORDER AND JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Judge, Superior Court of the State of California

EXHIBIT “A”

WRAITH LAW
16485 LAGUNA CANYON ROAD
SUITE 250
IRVINE, CALIFORNIA 92618
Tel (949) 251-9977
Fax (949) 251-9978

January 6, 2012

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

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 5694 Mission Center Road #199, San Diego, CA 92108; Tel. (619) 500-3090. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

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

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

Econet, Inc.
Univera, Inc.

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

Solanyx Night - Lead
Solanyx Day - Lead
Univera Inc. Bone & Joint - Lead
Univera Inc. Super Immune - Lead
Univera Inc. MetaGreens (Capsule) - Lead
Univera Inc. Florasterol - Lead
Univera Inc. MetaGreens (Powder) - Lead

Univera Inc. RegeniCARE Ultimate Joint Care Formula Lemon Flavored - Lead

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

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

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

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least January 6, 2009, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

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

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

Sincerely,



William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Econet, Inc., Univera, 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 Econet, Inc.,
and Univera, Inc.**

I, William F. Wraith, declare:

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

2. I am an attorney for the noticing party.

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

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violators will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: January 6, 2012



William F. Wraith

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 January 6, 2012, 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:

Stuark Ochiltree, President & CEO
Econet, Inc.
2660 Willamette Drive, N.E.
Lacey, WA 98516

CT Corporation System
(Registered Agent for Econet, Inc.)
1801 West Bay DR. NW Suite 206
Olympia, WA 98502

Univera, Inc.
2660 Willamette Drive, N.E.
Lacey, WA 98516

CT Corporation System
(Registered Agent for Univera, Inc.)
1801 West Bay DR. NW Suite 206
Olympia, WA 98502

On January 6, 2012, 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 January 6, 2012, 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 January 6, 2012, 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
Fresno, CA 93721

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

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

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

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

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

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

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

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

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

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

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

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

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

District Attorney, Merced County
2222 M Street
Merced, CA 95340

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

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

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

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

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

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

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

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

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

District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 9581

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

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

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

District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francisco, CA 94103

District Attorney, San Joaquin County
Post Office Box 990
Stockton, CA 95201

District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

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

District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101

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

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

District Attorney, Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

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

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

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

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

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95353

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

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

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

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

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

District Attorney, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

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

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

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

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

San Francisco City Attorney's Office
City Hall, Room 234
1 Drive Carlton B Goodlett Place
San Francisco, CA 94102

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