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5 Environmental Research Center

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10 Arbonne International, LLC

11  
12 SUPERIOR COURT OF CALIFORNIA  
13 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER  
14

15  
16 ENVIRONMENTAL RESEARCH  
CENTER, a California non-profit  
17 corporation,

18 Plaintiffs,

19 vs.

20 ARBONNE INTERNATIONAL, LLC.  
and DOES 1-25, Inclusive,

21 Defendants,  
22

) Case No.: 30-2013-00632540  
)  
)  
)

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

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

23  
24 **1. INTRODUCTION**

25 **1.1** This Action arises out of the alleged violations of California’s Safe Drinking  
26 Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5  
27 *et seq.* (also known as and herein after referred to as “Proposition 65”) regarding the following  
28 three products (hereinafter collectively the “Covered Products” or “Covered Product” to refer to

1 a single product):

- 2 1) Arbonne International LLC Arbonne Essentials Herbal Colon Cleanse
- 3 2) Arbonne International LLC Arbonne Essentials Metabolism Boost
- 4 3) Arbonne International LLC Arbonne Essentials 7-Day Body Cleanse

5 **1.2** Plaintiff Environmental Research Center, Inc. (“ERC”) is a California non-profit  
6 corporation acting as a private enforcer of Proposition 65 that is dedicated to, among other  
7 causes, helping safeguard the public from health hazards by reducing the use and misuse of  
8 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,  
9 and encouraging corporate responsibility. ERC brings this Action in the public interest pursuant  
10 to California Health and Safety Code Section 25249.7.

11 **1.3** Defendant Arbonne International, LLC (“Arbonne”) is a Delaware Corporation  
12 and at all relevant times for purposes of this Consent Judgment, employed ten or more persons,  
13 and is a “person in the course of doing business” within the meaning of Proposition 65. Arbonne  
14 manufactures, distributes and sells the Covered Products.

15 **1.4** ERC and Arbonne are hereinafter sometimes referred to individually as a “Party”  
16 or collectively as the “Parties.”

17 **1.5** On May 9, 2012, pursuant to California Health and Safety Code Section  
18 25249.7(d)(1), ERC served a Notice of Violations of Proposition 65 (“Notice of Violations”) on  
19 the California Attorney General, other public enforcers, and Arbonne. A true and correct copy of  
20 the Notice of Violations is attached hereto as Exhibit A.

21 **1.6** After more than sixty (60) days passed from service of the Notice of Violations,  
22 and no designated governmental agency filed a complaint against Arbonne with regard to the  
23 Covered Products or the alleged violations, ERC filed the Complaint in this Action (the  
24 “Complaint”) for injunctive relief and civil penalties. The Complaint is based on the allegations  
25 in the Notice of Violations.

26 **1.7** The Complaint and the Notice of Violations each allege that Arbonne  
27 manufactured, distributed, and/or sold in California the Covered Products, which contain lead, a  
28 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose

1 consumers at a level requiring a Proposition 65 warning. Further, that use of the Covered  
2 Products exposes persons in California to lead without first providing clear and reasonable  
3 warnings, in violation of California Health and Safety Code Section 25249.6. Arbonne denies all  
4 material allegations of the Notice of Violation and the Complaint, asserts numerous affirmative  
5 defenses, and specifically denies that the Covered Products require a Proposition 65 warning or  
6 otherwise cause harm to any person.

7       **1.8**     The Parties enter into this Consent Judgment in order to settle, compromise and  
8 resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent  
9 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any  
10 of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,  
11 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors,  
12 wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,  
13 wrongdoing, or liability, including without limitation, any admission concerning any alleged  
14 violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent  
15 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties  
16 may have in any other or future legal proceeding unrelated to these proceedings. However,  
17 nothing in this Section shall affect the enforceability of this Consent Judgment.

18       **1.9**     The “Effective Date” of this Consent Judgment shall be the date this Consent  
19 Judgment is entered by the Court.

## 20 **2. JURISDICTION AND VENUE**

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

## 25 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING, AND WARNINGS**

26       **3.1**     Beginning on the Effective Date, Arbonne shall be permanently enjoined from  
27 manufacturing for sale in California, directly selling to a consumer in California or “Distributing  
28 into California” any of the Covered Products for which the maximum daily dose recommended

1 on the label contains more than 0.5 micrograms of lead, unless such Covered Product complies  
2 with the warning requirements in Section 3.3 or qualifies as a “Reformulated Covered Product”  
3 pursuant to Section 3.4. “Distributing into California” means to directly ship any of the Covered  
4 Products into California for sale or to sell any of the Covered Products to a distributor that  
5 Arbonne knows will sell the Covered Product in California.

### 6 **3.2 Calculation of Lead Levels**

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

### 11 **3.3 Clear and Reasonable Warnings.**

12 For those Covered Products that are subject to the warning requirement of Section 3.1,  
13 Arbonne shall provide the following warning:

14 **[California Proposition 65] WARNING: This product contains [lead,] a**  
15 **chemical known to the State of California to cause [cancer and] birth**  
16 **defects or other reproductive harm.**

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

20 The warning shall be prominently affixed to or printed upon the Covered Product’s label  
21 so as to be clearly conspicuous, as compared with other statements or designs on the label as to  
22 render it likely to be read and understood by an ordinary purchaser or user of the product. If the  
23 warning is displayed on the product’s label, it shall be at least the same size as the largest of any  
24 other health or safety warnings on the product and the word “**WARNING**” shall be in all capital  
25 letters and in bold print and, if used, the words “**California Proposition 65**” shall be in bold  
26 print.

27 For any products sold via a website, the warning shall appear on Arbonne's checkout  
28 page on their website for California consumers relating to any of the Covered Products being

1 sold.

2 Arbonne shall not provide any additional information, statements, or comments regarding  
3 Proposition 65 in addition to the warning, except that only on Arbonne's website a question mark  
4 or help tab next to the warning is permissible, with a hover tab "What is this?" providing  
5 information about Proposition 65, should a customer wish to click on the tab.

6 **3.4 Reformulated Covered Products.**

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

9 **3.5 Testing and Quality Control Methodology**

10 (a) Beginning within one year of the Effective Date, Arbonne shall test five (5)  
11 randomly selected samples of each of the Covered Products (in the form intended for sale to the  
12 end-user) for lead content. The testing requirement does not apply to any of the Covered  
13 Products for which Arbonne has provided the warning specified in Section 3.3.

14 (b) Testing for lead shall be performed using Inductively Coupled Plasma-Mass  
15 Spectrometry ("ICP-MS") and closed-vessel, microwave-assisted digestion employing high-  
16 purity reagents or any other testing method subsequently agreed to in writing by the Parties.

17 (c) All testing pursuant to this Consent Judgment shall be performed by a laboratory  
18 certified by the California Environmental Laboratory Accreditation Program or a laboratory that  
19 is registered with the United States Food & Drug Administration for the analysis of heavy  
20 metals.

21 (d) Arbonne shall retain all test results and documentation for a period of four (4)  
22 years from the date of the test. Arbonne shall provide copies of the test results to ERC within 30  
23 days of Arbonne's receipt of the test results.

24 (e) Arbonne shall test each of the Covered Products at least once a year for a  
25 minimum of four (4) consecutive years by testing five randomly selected samples of each  
26 Covered Product which Arbonne intends to sell or is manufacturing for sale in California,  
27 directly selling to a consumer in California, or "Distributing into California. If tests conducted  
28 pursuant to this Section demonstrate that no warning is required for a Covered Product during

1 each of four (4) consecutive years, then the testing requirements of this Section will no longer be  
2 required as to that Covered Product.

3 (f) For purposes of this Consent Judgment, daily lead exposure levels shall be  
4 measured in micrograms, and shall be calculated using the following formula: Micrograms of  
5 lead per gram of product, multiplied by grams per serving of the product (using the largest  
6 serving size appearing on the product label), multiplied by servings of the product per day (using  
7 the largest number of servings in the recommended dosage appearing on the product label).

#### 8 **4. SETTLEMENT PAYMENT**

9 **4.1** Arbonne shall make a total payment of \$86,500.00 within 10 business days of the  
10 Effective Date, which shall be in full and final satisfaction of all potential civil penalties,  
11 payment in lieu of civil penalties, and attorney's fees and costs. The payment will be made  
12 payable to "The Wraith Law Client Trust Account" and sent to counsel for ERC at the following  
13 address: William F. Wraith, Wraith Law, 16485 Laguna Canyon Road, Suite 250, Irvine,  
14 California, 92618. The payment shall be apportioned as follows:

15 **4.2** \$14,388.00 as civil penalties pursuant to California Health and Safety Code  
16 Section 25249.7(b)(1). Of this amount, \$10,791.00 shall be payable to the Office of  
17 Environmental Health Hazard Assessment ("OEHHA"), and \$3,597.00 shall be payable to ERC.  
18 (Cal. Health & Safety Code § 25249.12(c)(1) & (d)). ERC's counsel will forward the civil  
19 penalty to OEHHA.

20 **4.3** 16,063.00 payable to ERC as reimbursement to ERC for costs associated with the  
21 enforcement of Proposition 65 and other costs incurred as a result of work in bringing this  
22 Action.

23 **4.4** \$43,169.00 payable to ERC in lieu of further civil penalties, for the day-to-day  
24 business activities such as (1) continued enforcement of Proposition 65, which includes work,  
25 analyzing, researching and testing consumer products that may contain Proposition 65 chemicals,  
26 focusing on the same or similar type of ingestible products that are the subject matter of the  
27 current action; (2) the continued monitoring of past consent judgments and settlements to ensure  
28 companies are complying with Proposition 65; and (3) giving a donation of \$2,160.00 to the

1 Environmental Working Group (EWG) to address reducing toxic chemical exposures in  
2 California.

3       **4.5**     \$12,880.00 payable to William F. Wraith as reimbursement of ERC's attorney's  
4 fees and attorney's costs.

5 **5. MODIFICATION OF CONSENT JUDGMENT**

6       This Consent Judgment may be modified only by: (i) Written agreement and stipulation  
7 of the Parties or (ii) Upon entry of a modified Consent Judgment by the Court. ERC is entitled to  
8 reimbursement all reasonable attorneys' fees and costs regarding any modification requested or  
9 initiated by Arbonne.

10 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT**

11       **6.1**     This Court shall retain jurisdiction of this matter to enforce, modify or terminate  
12 this Consent Judgment.

13       **6.2**     Any Party may, by motion or application for an order to show cause filed with  
14 this Court, enforce the terms and conditions contained in this Consent Judgment. The prevailing  
15 party in any such motion or application may request that the Court award its reasonable  
16 attorneys' fees and costs associated with such motion or application.

17 **7. APPLICATION OF CONSENT JUDGMENT**

18       This Consent Judgment shall apply to, be binding upon, and benefit the Parties and their  
19 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
20 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,  
21 wholesalers, retailers, predecessors, successors, and assigns.

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

23       **8.1**     This Consent Judgment is a full, final, and binding resolution between ERC, on  
24 behalf of itself and in the public interest, and Arbonne, of any alleged violation of Proposition 65  
25 or its implementing regulations for failure to provide Proposition 65 warnings for exposure to  
26 lead from the handling, use, or consumption of the Covered Products and fully resolves all  
27 claims that have been or could have been asserted in this action up to and including the date of  
28 entry of Judgment for failure to provide Proposition 65 warnings for the Covered Products. ERC,

1 on behalf of itself and in the public interest, hereby discharges Arbonne and its respective  
2 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
3 affiliates, suppliers, franchisees, licensees, customers (not including private label customers of  
4 Arbonne), distributors, independent consultants, wholesalers, retailers, and all other upstream  
5 and downstream entities in the distribution chain of any Covered Product, and the predecessors,  
6 successors and assigns of any of them (collectively, "Released Parties"), from all claims for  
7 violations of Proposition 65 up through the Effective Date based on exposure to lead from the  
8 Covered Products as set forth in the Notice of Violations and the Complaint.

9 **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released Parties  
10 from all known and unknown claims for alleged violations of Proposition 65, or for any other  
11 statutory or common law claims arising from or relating to alleged exposures to lead in the  
12 Covered Products as set forth in the Notice of Violations and the Complaint.

13 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to  
14 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures to  
15 lead in the Covered Products.

16 **8.4 Unknown Claims**

17 It is possible that other claims not known to the Parties arising out of the facts alleged in  
18 the Notice of Violations or the Complaint and relating to lead in the Covered Products that were  
19 manufactured before the Effective Date will develop or be discovered. ERC, on behalf of itself  
20 only, acknowledges that this Consent Judgment acknowledges the claims released herein may  
21 include unknown claims, and nevertheless waives California Civil Code Section 1542 as to any  
22 such unknown claims. California Civil Code Section 1542 reads as follows:

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

28 ERC, on behalf of itself only, acknowledges and understands the significance and consequences



1 of this specific waiver of California Civil Code section 1542.

2           **8.5**     ERC, on one hand, and Arbonne, on the other hand, each release and waive all  
3 claims they may have against each other for any statements or actions made or undertaken by  
4 them in connection with the Notice of Violations or the Complaint. However, this shall not affect  
5 or limit any Party's right to seek to enforce the terms of this Consent Judgment.

6 **9. CONSTRUCTION AND SEVERABILITY**

7           **9.1**     The terms and conditions of this Consent Judgment have been reviewed by the  
8 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to  
9 fully discuss the terms and conditions with its counsel. In any subsequent interpretation or  
10 construction of this Consent Judgment, the terms and conditions shall not be construed against  
11 any Party.

12           **9.2**     In the event that any of the provisions of this Consent Judgment is held by a court  
13 to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely  
14 affected.

15           **9.3**     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 **10. PROVISION OF NOTICE**

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

21 **For Environmental Research Center**

22 Chris Heptinstall, Executive Director  
23 Environmental Research Center  
24 3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108

25 William F. Wraith, Esq.  
26 Wraith Law  
27 16485 Laguna Canyon Road, Suite 250  
Irvine, CA 92618

28

1 **For Arbonne International, LLC**

2 Elizabeth V. McNulty  
3 Hewitt Wolensky LLP  
4 4041 MacArthur Blvd., Suite 300  
Newport Beach, CA 92660  
Telephone: (949) 783-5050

5 **With a Copy To:**

6 Arbonne International, LLC  
7 Attn: Legal Department  
8 9400 Jeronimo Road  
Irvine, CA 92618

9 **11. COURT APPROVAL**

10 **11.1** Upon execution of this Consent Judgment by the Parties, ERC shall file a Motion  
11 for Court Approval. The Parties shall use their best efforts to support entry of this Consent  
12 Judgment.

13 **11.2** If the California Attorney General objects to any term in this Consent Judgment,  
14 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
15 prior to the hearing on the motion.

16 **11.3** If this Stipulated Consent Judgment is not approved by the Court despite the  
17 Parties best efforts, it shall be null and void and have no force or effect.

18 **12. EXECUTION AND COUNTERPARTS**

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

22 **13. ENTIRE AGREEMENT, AUTHORIZATION**

23 **13.1** This Consent Judgment contains the sole and entire agreement and understanding  
24 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,  
25 negotiations, commitments and understandings related hereto. No representations, oral or  
26 otherwise, express or implied, other than those contained herein have been made by any Party.  
27 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to  
28 exist or to bind any Party.

**13.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized

1 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly  
2 provided herein, each Party shall bear its own fees and costs.

3 **14. REQUEST FOR FINDINGS AND FOR APPROVAL**

4 **14.1** This Consent Judgment has come before the Court upon the request of the Parties.  
5 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
6 regarding the matters which are the subject of this action, to:

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

10 (b) Make the findings pursuant to California Health and Safety Code section  
11 25249.7(f)(4), and approve the settlement, and this Consent Judgment.

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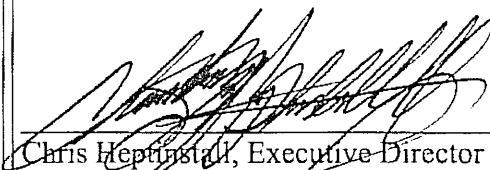
13 **IT IS SO STIPULATED:**

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15 **ENVIRONMENTAL RESEARCH CENTER**

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18   
Chris Heptinstall, Executive Director

Dated: 6/5/2013

19

20

21 **ARBONNE INTERNATIONAL, LLC**

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Dated: \_\_\_\_\_

24 Name: \_\_\_\_\_

25 Title: \_\_\_\_\_

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1 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly  
2 provided herein, each Party shall bear its own fees and costs.

3 **14. REQUEST FOR FINDINGS AND FOR APPROVAL**

4       14.1 This Consent Judgment has come before the Court upon the request of the Parties.  
5 The Parties request the Court to fully review this Consent Judgment and, being fully informed  
6 regarding the matters which are the subject of this action, to:

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

10           (b) Make the findings pursuant to California Health and Safety Code section  
11 25249.7(f)(4), and approve the settlement, and this Consent Judgment.

12  
13 **IT IS SO STIPULATED:**

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15 **ENVIRONMENTAL RESEARCH CENTER**

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18 \_\_\_\_\_  
Chris Heptinstall, Executive Director

Dated: \_\_\_\_\_

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21 **ARBONNE INTERNATIONAL, LLC**

22  
23 \_\_\_\_\_  
Name: Kay Napier

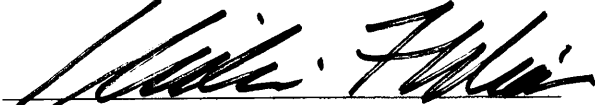
Dated: June 26, 2013

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25 Title: CEO

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**APPROVED AS TO FORM:**

**WRAITH LAW**



Dated: 6/7/2013

William F. Wraith  
Counsel for Environmental Research Center

**HEWITT WOLENSKY LLP**

Dated: \_\_\_\_\_

Elizabeth V. McNulty  
Counsel for Arbonne International, LLC

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**APPROVED AS TO FORM:**

**WRAITH LAW**

\_\_\_\_\_  
William F. Wraith  
Counsel for Environmental Research Center

Dated: \_\_\_\_\_

**HEWITT WOLENSKY LLP**

*Elizabeth V. McNulty*  
\_\_\_\_\_  
Elizabeth V. McNulty  
Counsel for Arbonne International, LLC

Dated: 6/26/2013

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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

May 9, 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”), 3111 Camino Del Rio North, 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:

**Arbonne International, LLC**

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

**Arbonne International LLC Arbonne Essentials Herbal Colon Cleanse - Lead  
Arbonne International LLC Arbonne Essentials Metabolism Boost - Lead  
Arbonne International LLC Arbonne Essentials 7- Day Body Cleanse - Lead**

May 9, 2012

Page 2

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 May 9, 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,



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William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Arbonne International, LLC 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 Arbonne International, LLC**

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.

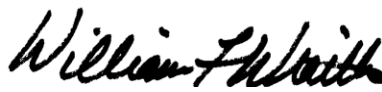
2. I am an attorney for the noticing party.

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: May 9, 2012



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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. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On May 9, 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 with the postage fully prepaid for delivery by Certified Mail:

President or CEO  
Arbonne International, LLC  
9400 Jeronimo Road  
Irvine, CA 92618

CSC-Lawyers Incorporating Service  
(Registered Agent for Arbonne  
International, LLC)  
2730 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

On May 9, 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 with the postage fully prepaid 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 9, 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 with the postage fully prepaid for delivery by Priority Mail.

Executed on May 9, 2012, in Fort Oglethorpe, Georgia.



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Amber Schaub

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

May 9, 2012

Page 5

**Service List**

District Attorney, Alameda County 1225 Fallon Street, Room 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Room 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Room 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Avenue Ventura, CA 93009
District Attorney, Amador County 708 Court Street, #202 Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County Post Office Box 990 Stockton, CA 95201	District Attorney, Yolo County 301 2 <sup>nd</sup> Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 <sup>rd</sup> Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Rm 800 Los Angeles, CA 90012
District Attorney, Colusa County 547 Market Street Colusa, CA 95932	District Attorney, Merced County 2222 M Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco City Attorney's Office City Hall, Room 234 1 Drive Carlton B Goodlett Place San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Ste. 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 <sup>th</sup> Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, #1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street Eureka, CA 95501	District Attorney, Orange County 401 Civic Center Drive West Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 <sup>th</sup> Street, Ste 300 Modesto, CA 95353	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 <sup>nd</sup> Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Avenue, Room 224 Visalia, CA 93291	