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10
11 Attorney for Defendant
Wellness Watchers Global, LLC

12
13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

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

18 Plaintiff,

19 vs.

20 WELLNESS WATCHERS GLOBAL,
21 LLC and DOES 1-50, Inclusive,

22 Defendants.
23
24
25

) Case No.: BC529471

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

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

26 **1. INTRODUCTION**

27 1.1 This Action arises out of the alleged violations of California's Safe Drinking
28 Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5

1 *et seq.* (also known as and herein after referred to as "Proposition 65") regarding the following
2 products (hereinafter collectively the "Covered Products" or "Covered Product" to refer to a
3 single product):

- 4 1) Ceautamed Worldwide, LLC Greens First
- 5 2) Ceautamed Worldwide, LLC Greens First Berry
- 6 3) Ceautamed Worldwide, LLC Rice Fiber First Stabilized Rice Bran Caplets
- 7 4) Ceautamed Worldwide, LLC Herbal Cleanse First 7- Day, 24 Hour Inner
8 Cleansing Formula (kit includes Ceautamed Worldwide, LLC AM Daytime
9 Formula, Ceautamed Worldwide, LLC PM Nighttime Formula)

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

16 **1.3** Defendant WELLNESS WATCHERS GLOBAL, LLC ("WELLNESS
17 WATCHERS" or "DEFENDANT") is a Florida L.L.C. The injunctive relief, reformulation,
18 testing and warning requirements of this Consent Judgment will only apply to any time in which
19 WELLNESS WATCHERS qualifies as a "person in the course of doing business," as that term is
20 defined in Health and Safety Code 25249.11(b) because they employ ten (10) or more
21 employees. WELLNESS WATCHERS represents that at the time it stipulated to entry of this
22 Consent Judgment it was not a "person in the course of doing business" because it had fewer
23 than 10 employees. WELLNESS WATCHERS represents that it understands that even if
24 WELLNESS WATCHERS is not a "person in the course of doing business" under Proposition
25 65, other companies in its chain of distribution (such as manufacturers, retailers, or distributors)
26 that have 10 or more employees are not exempt from Proposition 65 and could violate
27 Proposition 65 by knowingly and intentionally exposing individuals to chemicals contained in
28 WELLNESS WATCHERS products without first giving a clear and reasonable warning.

1 WELLNESS WATCHERS manufactures, distributes and sells the Covered Products.

2 1.4 If at any time WELLNESS WATCHERS employs 10 or more employees, it will
3 notify ERC of this fact within 30 days. If ERC sends a written request to WELLNESS
4 WATCHERS for proof of the number of employees for WELLNESS WATCHERS, within 45
5 days WELLNESS WATCHERS will provide all appropriate documentation to ERC showing the
6 number of employees it has employed in the previous 24 months.

7 1.5 ERC and WELLNESS WATCHERS are hereinafter sometimes referred to
8 individually as a "Party" or collectively as the "Parties."

9 1.6 On September 17, 2012, pursuant to California Health and Safety Code Section
10 25249.7(d)(1), ERC served a Notice of Violations of Proposition 65 ("Notice of Violations") on
11 the California Attorney General, other public enforcers, and WELLNESS WATCHERS. A true
12 and correct copy of the Notice of Violations is attached hereto as Exhibit A.

13 1.7 After more than sixty (60) days passed since service of the Notice of Violations,
14 and no designated governmental agency filed a complaint against WELLNESS WATCHERS
15 with regard to the Covered Products or the alleged violations, ERC filed the Complaint in this
16 Action (the "Complaint") for injunctive relief and civil penalties. The Complaint is based on the
17 allegations in the Notice of Violations.

18 1.8 The Complaint and the Notice of Violations each allege that WELLNESS
19 WATCHERS manufactured, distributed, and/or sold in California the Covered Products, which
20 contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and
21 expose consumers at a level requiring a Proposition 65 warning. They further allege that use of
22 the Covered Products exposes persons in California to lead without first providing clear and
23 reasonable warnings, in violation of California Health and Safety Code Section 25249.6.
24 WELLNESS WATCHERS denies all material allegations of the Notice of Violation and the
25 Complaint, assert numerous affirmative defenses, and specifically denies that the Covered
26 Products require a Proposition 65 warning or otherwise cause harm to any person.

27 1.9 The Parties enter into this Consent Judgment in order to settle, compromise and
28 resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent

1 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any
2 of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
3 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors,
4 wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,
5 wrongdoing, or liability, including without limitation, any admission concerning any alleged
6 violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent
7 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties
8 may have in any other or future legal proceeding unrelated to these proceedings. However,
9 nothing in this Section shall affect the enforceability of this Consent Judgment.

10 **1.10** The "Effective Date" of this Consent Judgment shall be the date this Consent
11 Judgment is entered by the Court.

12 **1.11** The terms of this Consent Judgment were negotiated concurrently with YOGA
13 WELLNESS, LLC, which is a defendant in the matter ERC v. YOGA WELLNESS, LLC, Los
14 Angeles County Superior Court Case Number BC543397. WELLNESS WATCHERS and
15 YOGA WELLNESS, LLC are related in ownership and control. Therefore, the payments
16 required pursuant to this Consent Judgment, in Section 4, are jointly and severally owed by
17 WELLNESS WATCHERS and YOGA WELLNESS, LLC.

18 **2. JURISDICTION AND VENUE**

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

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

24 **3.1** WELLNESS WATCHERS is not subject to the provisions of this Section until
25 such time as WELLNESS WATCHERS qualifies as a "person in the course of doing business"
26 by employing ten (10) or more employees. Beginning on the Effective Date, WELLNESS
27 WATCHERS shall be permanently enjoined from manufacturing for sale in California, directly
28 selling to a consumer in California or "Distributing into California" any of the Covered Products

1 for which the maximum daily dose recommended on the label contains more than 0.5
2 micrograms of lead, unless such Covered Product complies with the warning requirements in
3 Section 3.3 or qualifies a "Reformulated Covered Product" pursuant to Section 3.4. "Distributing
4 into California" and "Distribute into California" mean to directly ship any of the Covered
5 Products into California for sale or to sell any of the Covered Products to a distributor that
6 WELLNESS WATCHERS knows will sell the Covered Product in California.

7 **3.2 Calculation of Lead Levels**

8 As used in this Consent Judgment, lead levels are calculated pursuant to the testing
9 protocol described in Section 3.5. For purposes of measuring the lead, the highest lead detection
10 result of the 5 randomly selected samples of the Covered Products will 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 WELLNESS WATCHERS shall provide the following warning:

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

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

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

25 For any products sold via a website, the warning shall appear on the checkout page on the
26 website for California consumers relating to any of the Covered Products being sold.

27 WELLNESS WATCHERS shall not provide any additional information, statements, or
28 comments regarding Proposition 65 in addition to the Warning.

1 **3.4 Reformulated Covered Products.**

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

4 **3.5 Testing and Quality Control Methodology**

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

10 (b) Testing for lead shall be performed using Inductively Coupled Plasma-Mass
11 Spectrometry ("ICP-MS") or any other testing method subsequently agreed to in writing by the
12 Parties.

13 (c) All testing pursuant to this Consent Judgment shall be performed by an
14 independent third party laboratory certified by the California Environmental Laboratory
15 Accreditation Program or a laboratory that is registered with the United States Food & Drug
16 Administration for the analysis of heavy metals.

17 (d) WELLNESS WATCHERS shall retain all test results and documentation for a
18 period of four (4) years from the date of the test. WELLNESS WATCHERS shall provide copies
19 of the test results to ERC within ten (10) days of WELLNESS WATCHERS receipt of the test
20 results.

21 (e) WELLNESS WATCHERS shall test each of the Covered Products at least once a
22 year for a minimum of four (4) consecutive years by testing five randomly selected samples of
23 each Covered Product which WELLNESS WATCHERS intends to sell or are manufacturing for
24 sale in California, directly selling to a consumer in California, or "Distributing into California. If
25 tests conducted pursuant to this Section demonstrate that no warning is required for a Covered
26 Product during each of four (4) consecutive years, then the testing requirements of this Section
27 will no longer be required as to that Covered Product. However, if during or after the four (4)
28 year period, WELLNESS WATCHERS changes ingredient suppliers for any of the Covered

1 Products and/or reformulates any of the Covered Products, WELLNESS WATCHERS shall test
2 that Covered Product annually for at least four (4) consecutive years after such change is made.

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 which equals micrograms of lead exposure per day.

9 **4. SETTLEMENT PAYMENT**

10 **4.1** WELLNESS WATCHERS shall make a total payment of \$68,500.00 which shall
11 be in full and final satisfaction of all potential civil penalties, payment in lieu of civil penalties,
12 and attorney's fees and costs. The Payments shall be made in twelve equal installments. The first
13 installment of the payment, in the amount of \$5,708.33 is due on the First of the month following
14 the Effective Date. The remaining eleven payments are due on the First of each month thereafter.
15 The payments will be sent to counsel for ERC, William F. Wraith, Wraith Law, 16485 Laguna
16 Canyon Road, Suite 250, Irvine, California, 92618. The payments shall be issued as separate
17 checks apportioned as follows:

18 **4.2** \$13,456.00 shall be payable as civil penalties pursuant to California Health and
19 Safety Code Section 25249.7(b)(1). Of this amount, \$10,092.00 shall be payable to the Office of
20 Environmental Health Hazard Assessment ("OEHHA") and \$3,364.00 shall be payable to
21 Environmental Research Center. California Health and Safety Code Section 25249.12(c)(1) &
22 (d). WELLNESS WATCHERS shall send both civil penalty payments to ERC's counsel who
23 will be responsible for forwarding the civil penalty.

24 **4.3** \$28,883.00 payable to ERC as reimbursement to ERC for reasonable costs
25 associated with the enforcement of Proposition 65 and other costs incurred as a result of work in
26 bringing this Action; and (B) \$13,456.00 shall be payable to ERC in lieu of further civil
27 penalties, for the day-to-day business activities such as (1) continued enforcement of Proposition
28 65, which includes work, analyzing, researching and testing consumer products that may contain

1 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are the
2 subject matter of the current action and (2) the continued monitoring of past consent judgments
3 and settlements to ensure companies are in compliance with Proposition 65.

4 **4.4** \$12,705.00 payable to William F. Wraith as reimbursement of ERC's attorney's
5 fees and attorney's costs.

6 **4.5** Pursuant to Section 1.11, WELLNESS WATCHERS and YOGA WELLNESS,
7 LLC are jointly and severally responsible for the full amount of the payments required in this
8 Section. Therefore, each owes the full amount, though only a total of \$68,500.00 is owed
9 between WELLNESS WATCHERS and YOGA WELLNESS, LLC.

10 **4.6** In the event that WELLNESS WATCHERS and YOGA WELLNESS, LLC fail to
11 remit each monthly payment owed under Section 4 of this Consent Judgment on or before the
12 due date, WELLNESS WATCHERS and YOGA WELLNESS, LLC will be deemed to be in
13 material breach of its obligations under this Agreement and the remaining balance will become
14 automatically due in full.

15 **5. MODIFICATION OF CONSENT JUDGMENT**

16 This Consent Judgment may be modified only by: (i) Written agreement and stipulation
17 of the Parties and (ii) upon entry of a modified Consent Judgment by the Court. ERC is entitled
18 to reimbursement all reasonable attorneys' fees and costs regarding any modification requested
19 or initiated by WELLNESS WATCHERS.

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

21 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
22 this Consent Judgment.

23 **6.2** Any Party may, by motion or application for an order to show cause filed with
24 this Court, enforce the terms and conditions contained in this Consent Judgment. The prevailing
25 party in any such motion or application may request that the Court award its reasonable
26 attorneys' fees and costs associated with such motion or application.

27 **7. APPLICATION OF CONSENT JUDGMENT**

28 This Consent Judgment shall apply to, be binding upon, and benefit the Parties and their

1 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
2 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
3 wholesalers, retailers, predecessors, successors, and assigns.

4 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

5 **8.1** This Consent Judgment is a full, final and binding resolution between ERC, on
6 behalf of itself and in the public interest, and WELLNESS WATCHERS of any alleged violation
7 of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings
8 for exposure to lead from the handling, use, or consumption of the Covered Products and fully
9 resolves all claims that have been or could have been asserted in this action up to and including
10 the Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,
11 on behalf of itself and in the public interest, hereby releases and discharges WELLNESS
12 WATCHERS and their respective officers, directors, shareholders, employees, agents, parent
13 companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers, (not
14 including private labelers) distributors, wholesalers, retailers, and all other upstream and
15 downstream entities in the distribution chain of any Covered Product, and the predecessors,
16 successors, and assigns of any of them (collectively, "Released Parties"), from any and all
17 claims, actions, causes of action, suits, demand, liabilities, damages, penalties, fees, costs, and
18 expenses asserted, or that could have been asserted, as to any alleged violation of Proposition 65
19 arising from the failure to provide Proposition 65 warnings on the Covered Products regarding
20 lead.

21 **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released Parties
22 from all known and unknown claims, causes of action, suits, damages, penalties, liabilities,
23 injunctive relief, declaratory relief, attorney's fees, costs, and expenses arising from or related to
24 the claims asserted or that could have been asserted, under state or federal law, regarding the
25 presence of lead in the Covered Products or the facts alleged in the Notice of Violation or the
26 Complaint, including without limitation any and all claims concerning exposure to any person to
27 lead in the Covered Products up to, and including, the Effective Date.

28 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to

1 constitute compliance with respect to exposures to lead from the covered Products as set forth in
2 the Notice of Violations and Complaint.

3 **8.4 Unknown Claims**

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

8 California Civil Code Section 1542 reads as follows:

9 **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
10 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
11 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
12 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
13 **SETTLEMENT WITH THE DEBTOR."**

14 **8.5** ERC, on one hand, and WELLNESS WATCHERS, on the other hand, each
15 release and waive all claims they may have against each other and their respective officers,
16 directors, employees, agents, representatives, and attorneys for any statements or actions made or
17 undertaken by them or their respective officers, directors, employees, agents, representatives, and
18 attorneys in connection with the Notice of Violations or this Action.

19 **9. CONSTRUCTION AND SEVERABILITY**

20 **9.1** The terms and conditions of this Consent Judgment have been reviewed by the
21 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to
22 fully discuss the terms and conditions with its counsel. In any subsequent interpretation or
23 construction of this Consent Judgment, the terms and conditions shall not be construed against
24 any Party.

25 **9.2** In the event that any of the provisions of this Consent Judgment is held by a court
26 to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely
27 affected.

28 **9.3** The terms and conditions of this Consent Judgment shall be governed by and

1 construed in accordance with the laws of the State of California.

2 **10. PROVISION OF NOTICE**

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

6 **For Environmental Research Center**

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

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

15 **For WELLNESS WATCHERS GLOBAL, LLC**

16 George C. Salmas, Esq.
17 The Food Lawyers
18 1880 Century Park East, Suite 611
19 Los Angeles, CA 90067
20 Telephone: (310) 556-0721
21 Facsimile: (310) 788-8923

22 With a copy to:
23 WELLNESS WATCHERS GLOBAL, LLC
24 Mr. Stuart Benson
25 1289 Clint Moore Road
26 Boca Raton, FL. 33487

27 **11. COURT APPROVAL**

28 **11.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
Motion for Court Approval. The Parties shall use their best efforts to support entry of this
Consent Judgment.

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

11.3 If this Stipulated Consent Judgment is not approved by the Court despite the

1 Parties' best efforts, it shall be null and void and have no force or effect.

2 **12. EXECUTION AND COUNTERPARTS**

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

6 **13. ENTIRE AGREEMENT, AUTHORIZATION**

7 **13.1** This Consent Judgment contains the sole and entire agreement and understanding
8 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,
9 negotiations, commitments and understandings related hereto. No representations, oral or
10 otherwise, express or implied, other than those contained herein have been made by any Party.
11 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to
12 exist or to bind any Party.

13 **13.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
14 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly
15 provided herein, each Party shall bear its own fees and costs.

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

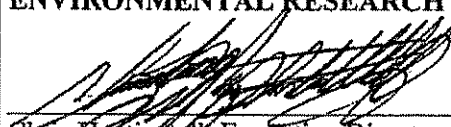
17 **14.1** This Consent Judgment has come before the Court upon the request of the Parties.
18 The Parties request the Court to fully review this Consent Judgment and, being fully informed
19 regarding the matters which are the subject of this action, to:

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

23 (b) Make the findings pursuant to California Health and Safety Code section
24 25249.7(f)(4), and approve the Settlement, and this Consent Judgment.

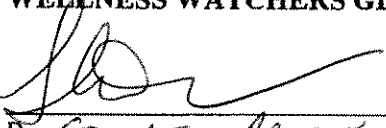
1 IT IS SO STIPULATED:

2 ENVIRONMENTAL RESEARCH CENTER

3 
4 Chris Heptinstall, Executive Director

Dated: 6/11/2014

5 WELLNESS WATCHERS GLOBAL, LLC

6 
7
8 By: Stuart Benson
9 Its: Agent

Dated: 6/16/14

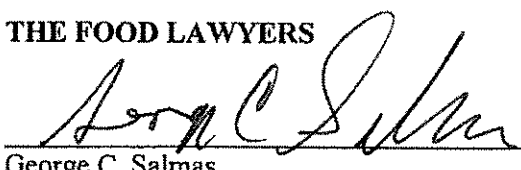
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11
12 APPROVED AS TO FORM:

13 WRAITH LAW

14
15
16 William F. Wraith
17 Counsel for Environmental Research Center

Dated: _____

18 THE FOOD LAWYERS

19 
20
21 George C. Salmas
22 Attorney for Defendant
23 Wellness Watchers Global, LLC
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Dated: 6/13/2014

1 IT IS SO STIPULATED:

2 ENVIRONMENTAL RESEARCH CENTER

3 
4 _____
5 Chris Heptinstall, Executive Director

Dated: 6/11/2014

6 WELLNESS WATCHERS GLOBAL, LLC

7 _____
8 By:
9 Its:

Dated: _____

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12 APPROVED AS TO FORM:

13 WRAITH LAW

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16 _____
17 William F. Wraith
18 Counsel for Environmental Research Center

Dated: 6/11/2014

19 THE FOOD LAWYERS

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21 George C. Salmas
22 Attorney for Defendant
23 Wellness Watchers Global, LLC
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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

September 17, 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:

Wellness Watchers Global, 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:

Ceautamed Worldwide, LLC Greens First - Lead

Ceautamed Worldwide, LLC Greens First Berry - Lead

Ceautamed Worldwide, LLC Rice Fiber First Stabilized Rice Bran Caplets - Lead

Ceautamed Worldwide, LLC Herbal Cleanse First 7- Day, 24 Hour Inner Cleansing Formula- Lead (The following products are included in this kit: Ceautamed Worldwide, LLC AM Daytime Formula, Ceautamed Worldwide, LLC PM Nighttime Formula)

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 September 17, 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.

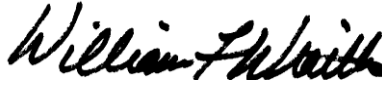
Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the 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.

September 17, 2012

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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,

A handwritten signature in black ink, reading "William F. Wraith". The signature is fluid and cursive, with the first name "William" being the most prominent.

William F. Wraith

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Wellness Watchers Global, 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 Wellness Watchers Global, 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.

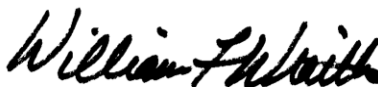
2. I am an attorney for the noticing party.

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: September 17, 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. 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 September 17, 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:

Wellness Watchers Global,
LLC
1289 Clint Moore Road
Boca Raton, FL 33487

President or CEO
Wellness Watchers Global,
LLC
1289 Clint Moore Road
Boca Raton, FL 33487

Corporate Creations Network, Inc.
(Registered Agent for Wellness
Watchers Global, LLC)
11380 Prosperity Farms Road,
#221-E
Palm Beach Gardens, FL 33410

On September 17, 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 September 17, 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

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

September 17, 2012

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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 September 17, 2012, in Fort Oglethorpe, Georgia.

A handwritten signature in black ink, appearing to read "Amber Schaub", written in a cursive style.

Amber Schaub

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

September 17, 2012

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Service List

| | | | |
|--|--|---|---|
| District Attorney, Alameda County 1225 Fallon Street, Suite 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, Suite 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, Suite 322 San Francisco, CA 94103 | District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009 |
| District Attorney, Amador County 708 Court Street, Suite 202 Jackson, CA 95642 | District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903 | District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202 | District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695 |
| District Attorney, Butte County 25 County Center Drive, Suite 245 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 rd Floor Redwood City, CA 94063 | Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012 |
| District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932 | District Attorney, Merced County 550 W. Main 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 City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102 |
| District Attorney, Del Norte County 450 H Street, Room 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 th 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, Suite 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 4 th Floor Eureka, CA 95501 | District Attorney, Orange County 401 West Civic Center Drive 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 th Street, Ste 300 Modesto, CA 95354 | |
| 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 nd 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 Blvd., Room 224 Visalia, CA 93291 | |