

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made effective on the date on which it is fully executed (the "Effective Date") between Environmental Research Center Inc. ("ERC") and Healthy Directions, LLC ("Healthy Directions"). ERC and Healthy Directions are referred to individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. This Agreement is limited to this Matter, which is defined as all claims and allegations related to the Notice of Violations of California Health & Safety Code §25249.5, *et seq.* (also known as "Proposition 65") that ERC served on Healthy Directions on October 26, 2012 (the "Notice") (attached hereto as Exhibit A), and the products identified below (the "Covered Products").

- **Healthy Directions LLC Julian Whitaker M.D. Breathe Clear Advanced**
- **Healthy Directions LLC Julian Whitaker M.D. Essential Greens with Fiber**
- **Healthy Directions LLC Julian Whitaker M.D. Complete Neuro-Vascular Support**
- **Healthy Directions LLC Julian Whitaker M.D. Glucose Essentials**
- **Healthy Directions LLC Julian Whitaker, M. D. Pearl Biotic Immune**
- **Healthy Directions LLC Julian Whitaker, M.D. Ketosis Essentials Tropical Berry Flavor**
- **Physicians Laboratories Dr. Tabor's Slim & Beautiful Diet Vanilla In Vogue**

2. The Parties enter into this Agreement in order to achieve a settlement of the claims as stated in Section 1 for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of ERC or Healthy Directions of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Healthy Directions of any fact, issue of law or violation of law. Healthy Directions contends that the settlement in this matter has been agreed to solely based on economic considerations. Nothing in this Agreement or any document referred to herein, shall be construed as giving rise to any presumption or inference of admission or concession by Healthy Directions as to any fault, wrongdoing or liability whatsoever. The Parties agree that this Section shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Agreement.

3. In consideration of the following covenants of Healthy Directions, and the other conditions contained in this Agreement, ERC releases Healthy Directions as set forth in Section 6 below:

a. Healthy Directions agrees that all Covered Products produced and offered for sale in California (and offered for sale to a third party for retail sale in California) on and after the Effective Date, shall comply with California law, including Proposition 65.

b. Beginning on the Effective Date, unless Healthy Directions adheres to the conditions contained in Section 3c below, Healthy Directions shall not manufacture for sale in the State of California, distribute into the State of California, or directly sell in the State of

California¹, any Covered Products which expose a person to a daily dose of lead more than 0.5 micrograms of lead per day when the maximum suggested dose is taken as directed on the Covered Product's label, excluding the following amounts of naturally occurring lead in the ingredients listed below in Table 1A:

TABLE 1A

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

If Healthy Directions uses this calculation, then Healthy Directions must submit to ERC, prior to the Effective Date, a complete list showing all the ingredients, including the ingredients from Table 1, that are being used in a Covered Product, the percentage and amount in grams of each ingredient being used in the overall Covered Product, and data that independently confirm the percentage of each ingredient in the Covered Product using the maximum daily serving recommended by Healthy Directions. Healthy Directions may update this list from time to time. Healthy Directions will be entitled to submit this information to ERC confidentially.

If Healthy Directions includes ingredients in its Covered Products that Healthy Directions contends to contain naturally occurring lead which are not listed in Table 1A, Healthy Directions must provide testing data to ERC that independently confirms the amount of naturally occurring lead per gram for those ingredients. Healthy Directions must also provide a complete list

¹ As used in this Settlement Agreement and Release, the term "distribute into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to an authorized distributor that Healthy Directions knows will sell the Covered Product in California.

showing all the ingredients that are being used in a Covered Product, the percentage and amount in grams of each ingredient being used in the overall Covered Product, and testing data that independently confirm the percentage of each ingredient in the Covered Product using the maximum daily serving recommended by Healthy Directions. Healthy Directions is entitled to submit this information to ERC confidentially. Any disagreements regarding the amount of naturally occurring lead in ingredients not listed in Table 1A shall be subject to the Good Faith Attempt to Resolve Disputes provisions of Paragraph 19 to this agreement.

c. For Covered Products that cause exposures in excess of that permitted by Section 3b above, Healthy Directions shall, at the point of manufacture, prior to or along with shipment to California, or prior to distribution within California, (1) affix to or print on the Covered Product container, cap, label, or unit package, or (2) display on product labeling, including but not limited to invoices, the following warning (the language in brackets in the warning below is optional):

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

The warning must be printed with such conspicuousness, as compared with other words, statements, or designs so as to render it likely to be read and understood by an ordinary individual purchasing or using the Covered Products. The warning appearing on the label or container shall be at least the same size as the largest of any other health or safety warnings correspondingly appearing on the label or container, as applicable, of such product, and the word **“WARNING”** shall be in capital letters and in bold print. When provided in an invoice or insert, the warning must be provided in a manner that is substantially similar to Exhibit B.

d. The term “cancer” shall be included in the warning only if the maximum recommended daily dose stated on the Covered Product’s label results in an exposure of more than 15 micrograms of lead, unless Healthy Directions can show that the excess exposure is caused solely by “naturally occurring” lead at the “lowest level currently feasible.”

e. Healthy Directions represents that during periods when the Covered Products were placed in the stream of commerce it was a person in the course of doing business because it employed 10 or more employees.

4. Healthy Directions shall make a total payment of \$60,000 (“Total Settlement Amount”) to ERC. Sections 4.a-4.e below describe the agreed partition of the Total Settlement Amount.

a. As a portion of the Total Settlement Amount, \$9,928.00 shall be considered a civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit 75% \$7,446.00 of the civil penalty to the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code §25249.12(c). ERC will retain the remaining 25% \$2,482.00 of the civil penalty.

b. As a portion of the Total Settlement Amount, \$17,176.00 shall be considered a

reimbursement to ERC for its reasonable work, analysis, and consulting costs associated with the enforcement of Proposition 65 and other expenses and costs incurred as a result of bringing this matter to Healthy Directions' attention and negotiating a settlement.

c. \$14,896.00 shall be considered payment in lieu of civil penalties, for day-to-day business activities such as (1) continued enforcement of Proposition 65, which includes work, analyzing, researching and testing consumer products that may contain Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are the subject of this Matter; and (2) the continued monitoring of past consent judgments and settlements to ensure companies are in compliance with Proposition 65.

d. As a portion of the Total Settlement Amount, \$18,000.00 shall be considered reimbursement of attorney fees to Rose Klein & Marias, LLP, counsel to ERC.

e. Pursuant to Section 4, Healthy Directions agrees to remit the Total Settlement Amount of \$60,000 to ERC within 5 days of the Effective Date. Healthy Directions shall make this payment by check made payable to "Environmental Research Center" and sent by first-class registered or certified mail, or overnight delivery, to ERC at: Environmental Research Center, 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108.

f. In the event that Healthy Directions fails to remit the payment owed under Section 4 of this Agreement on or before the due date, Healthy Directions shall be deemed to be in material breach of its obligations under this Agreement.

5. Except as expressly set forth in Section 4, Healthy Directions and ERC shall bear their own costs, expenses, and attorneys' fees related to this Matter.

6. Release.

a. This Agreement is a full, final, and binding resolution between ERC, on the one hand, and (a) Healthy Directions, and its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, members, officers, directors, insurers, attorneys, predecessors, successors, and assigns (collectively "Releasees") and (b) all entities to whom Releasees have directly or indirectly obtained from, provided, distributed or sold, or hereafter provide, distribute or sell, the Covered Products, including but not limited to suppliers, retailers, wholesalers, customers, franchisees, cooperative members, licensees, users, and any other persons or entities who have purchased or who hereafter purchase the Covered Products in or through the stream of commerce, excluding private label customers of Healthy Directions, heretofore described (collectively, the "Downstream Releasees"), on the other hand, of any violation or claimed violation of Proposition 65 or any statutory or common law claim that has been or could have been or could be asserted against the Releasees and Downstream Releasees regarding exposing persons to lead and the failure to warn about exposure to lead arising only in connection with the Covered Products manufactured prior to the Effective Date.

b. ERC, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives and releases with respect to the Covered Products all rights to institute

or participate in, any form of legal action, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) (collectively "Claims"), against Releasees and/or Downstream Releasees that arise under Proposition 65 or any other statutory or common law claims that were or could have been or could be asserted, only to the extent that such claims relate to Releasees' and/or Downstream Releasees' alleged exposure of persons to lead contained in the Covered Products or any failure by Releasees and Downstream Releasees to warn about exposures to lead contained in the Covered Products.

c. ERC, its past and current agents, representatives, attorneys, successors, and/or assignees, are providing a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Releasees and Downstream Releasees arising under Proposition 65, only to the extent that such claims relate to Releasees' alleged exposure of persons to lead in the Covered Products, and the failure to warn about exposures to lead contained in the Covered Products which were manufactured prior to the Effective Date of this Agreement, whether sold by Releasees and/or Downstream Releasees before or after such Effective Date. ERC acknowledges that it is familiar with Section 1542 of Civil Code, which provides as follows:

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

ERC, on behalf of itself and its past and current agents, representatives, attorneys, successors, and/or assignees, expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of Civil Code § 1542.

7. Healthy Directions releases and waives any claims it may have against ERC, and its shareholders, officers, directors, members, managers, employees, agents, representatives, and attorneys (the "ERC Releasees") for all actions or statements made or undertaken, or opposing, by the ERC Releasees in the course of seeking enforcement of Proposition 65 in connection with the Notice.

8. ERC and Healthy Directions agree that the Parties shall keep the terms and conditions of this Agreement confidential, and that, except for any reporting to the California Attorney General, the Parties shall not discuss or disclose the terms or conditions of, the negotiations leading up to, or the positions of the Parties in arriving at, this Agreement with any person other than the Parties' attorneys, representatives, and accountants, each of whom shall be advised to keep such information confidential, unless compelled to do so by legal process, in which case one Party shall give reasonable advance written notice of the proceedings to the other Party, or that which is reasonable under the circumstances. This paragraph is meant to preclude any

discussions of this Agreement by the Parties and the Parties' attorneys in any Plaintiff or Defense Proposition 65 Bar conference or discussion.

9. Nothing in this Release is intended to apply to any occupational or environmental exposures arising under Proposition 65, except as otherwise provided in this Agreement, nor shall it apply to any of Healthy Directions' products other than the Covered Products.

10. Nothing herein shall be construed as diminishing Healthy Directions' continuing obligations to comply with Proposition 65.

11. After execution of this Agreement, ERC will submit to the California Attorney General a Report of Settlement. In addition, ERC will provide to the California Attorney General a signed copy of this Agreement. The Parties acknowledge and agree that the Parties shall provide as much information as is requested by the California Attorney General, or any other governmental agency, regarding this Matter, its settlement, and this Agreement.

12. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement. This Agreement may be amended or modified in whole or in part at any time only by an agreement in writing executed by the Parties.

13. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, affiliates, officers, directors, employees, agents, servants, heirs, executors, successors, and assigns.

14. No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

15. If any provision, term, or section of this Agreement is found to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties. If any provision, term, or section of this Agreement is determined to be unenforceable, then such provision, term, or section may be modified so that the unenforceable provision, term, or section is enforceable to the greatest extent possible.

16. This Agreement shall be deemed to have been entered into in the State of California, and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement at the time of execution.

17. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an

attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.

18. The Parties are aware and acknowledge that this Agreement is an out-of-court settlement and that they will not receive the protections afforded by a court-approved consent judgment. The Parties are entering into this Agreement in good faith and in an effort to settle all claims and allegations related to the Notice, and this Agreement applies only to the claims made by ERC and to the products identified in the Notice.

19. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to either Party's compliance with the terms of this Settlement, the Parties shall meet in person or by telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed unless the Parties have exhausted good faith attempts or efforts to resolve the dispute beforehand. In the event an action or motion is filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief that the other party was amenable to providing during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

20. Any legal action to enforce this Agreement shall be brought in any county of the State of California, any of which is deemed to be the proper venue for such legal action. The prevailing party in any such legal action shall be entitled to recover its attorneys' fees in addition to any other legally recoverable costs. No action to enforce this Agreement may be commenced or maintained, and no notice of violation related to the Covered Products may be served or filed against Healthy Directions by ERC, unless ERC notifies Healthy Directions of the specific future acts alleged to breach this Agreement at least 30 days before serving or filing any action or notice of violation. Any notice of violation to Healthy Directions must contain (a) the name of the product, (b) specific dates when the product was manufactured by Healthy Directions (if known) and sold in California without a Proposition 65 compliant warning, (c) the store or other place at which the product was available for sale to consumers, and (d) all evidence and other support possessed by ERC for the allegations of violation of this Agreement. Healthy Directions shall, within thirty days following Healthy Directions' receipt of such notice, provide ERC with testing information demonstrating Healthy Directions' compliance with this Agreement, if warranted. The Parties shall first make a good faith attempt to resolve the matter prior to ERC taking any further legal action. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

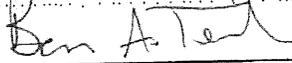
21. Within twelve (12) months of the Effective Date, if another party, other than ERC, serves a "Sixty-Day Notice Of Intent to Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986" on Healthy Directions, the Releasees, or the Downstream Releasees regarding the Covered Products, Healthy Directions may send ERC a written request to draft and file a complaint to incorporate the terms of this Agreement into a proposed consent judgment,

and to seek the court's approval of the consent judgment pursuant to Health and Safety Code section 25249.7, or as may be otherwise allowed by law. Within 30 days of such a request, ERC will file the Complaint and take all reasonable steps necessary to obtain entry of the terms of this Settlement Agreement pertaining to the Covered Products as a consent judgment by a superior court in California in a timely manner.

22. This Agreement may be signed in counterparts, and each counterpart, as well as any facsimile, e-mail, copy of this Agreement, or any other counterpart, shall be deemed to be an original.

23. Each of the individuals who execute this Agreement represents and warrants they have the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and have read, understand, and agree to all the terms and conditions in this Agreement.

DATED: 3/26/14

HEALTHY DIRECTIONS, LLC
By: 
Title: EVP / CFO

DATED: 3/13/2014

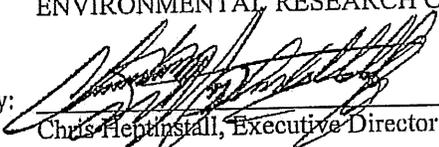
ENVIRONMENTAL RESEARCH CENTER, INC.
By: 
Chris Heptinstall, Executive Director

Exhibit "A"

VICTOR C. ROSE (1997-1972)
ALFRED M. KLEIN (1913-2000)
EUGENE MARIAS (1919-1982)

*ROBERT B. STEINBERG
*HOWARD N. LEHMAN
*HERBERT I. GALPERSON
MARVIN N. SHAPIRO
*BARRY I. GOLDMAN
*G. RONALD FEENBERG
DENNIS D. WELCH
GREGORY STAMOS
DENNIS J. SHERWIN
*ROBERT I. VINES
*MANUEL L. NUNES
DAVID A. ROSEN
RICHARD G. BARONE
WILLIAM M. GREWE
HARRY H. SAMARGHACHIAN
DAVID S. GALPERSON

* DENOTES PROFESSIONAL CORPORATION
† ADMITTED ONLY IN SWEDEN

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ROSE, KLEIN & MARIAS LLP

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LISA F. JOU
ESTHER OZ
BENHUR SHERVAN
KEVIN SMITH
DENNIS BELMUEDES
BRIAN J. RAMSEY
ERIN M. BERANEK

October 26, 2012

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

Dear Alleged Violator 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 Violator 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 Violator 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 Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter "the Violator") is:

Healthy Directions, 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:

- Healthy Directions LLC Julian Whitaker M.D. Breathe Clear Advanced – Lead**
- Healthy Directions LLC Julian Whitaker M.D. Essential Greens with Fiber - Lead**
- Healthy Directions LLC Julian Whitaker M.D. Complete Neuro-Vascular Support - Lead**
- Healthy Directions LLC Julian Whitaker M.D. Glucose Essentials - Lead**
- Healthy Directions LLC Julian Whitaker, M. D. Pearl Biotic Immune - Lead**
- Healthy Directions LLC Julian Whitaker, M.D. Ketosis Essentials Tropical Berry Flavor - Lead**
- Physicians Laboratories Dr. Tabor’s Slim & Beautiful Diet Vanilla In Vogue - 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 October 26, 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 Violator 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 Violator to: (1) reformulate the identified products so as to eliminate further exposures to the

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

October 26, 2012

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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,



David A. Rosen

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Healthy Directions, LLC and its Registered Agent for Service of Process)

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

**Re: Environmental Research Center's Notice of Proposition 65 Violations by
Healthy Directions, LLC**

CERTIFICATE OF MERIT
Health and Safety Code Section 25249.7(d)

I, David A. Rosen, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the parties identified in the notice have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the 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 alleged exposure to the listed chemical that is the subject of the action.
4. Based on the information obtained through those consultants, and on all 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 the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 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: October 26, 2012

David A. Rosen

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 October 26, 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:

Healthy Directions LLC
615 South Dupont Highway
Dover, DE 19901

President or CEO
Healthy Directions, LLC
7811 Montrose Road, Suite 400
Potomac, MD 20854

The Corporation Service Company
(Healthy Directions, LLC's
Registered Agent for Service of
Process)
11840 Beekman Place
Potomac, MD 20854

On October 26, 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 October 26, 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.

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
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Executed on October 26, 2012, in Fort Oglethorpe, Georgia.

A handwritten signature in black ink, appearing to read "Amber Schaub", written over a horizontal line.

Amber Schaub

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

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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	

Exhibit "B"

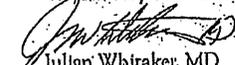
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1	ESG 02 P12000	FN ESSENTIAL GREENS 9.6 OZ POWDER WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.		
1	9FN1213BB	02 DR WHITAKER THANK YOU CATALOG		
1	90114HDEB	02 HD MULTI DOC BOUNCEBACK CATALOG		

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