

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Original Filing Supplemental Filing Corrected Filing

Please print or type required information

PARTIES TO THE ACTION	PLAINTIFF(S) ENVIRONMENTAL RESEARCH CENTER, a non-profit California corporation, Plaintiff,				
	DEFENDANT(S) INVOLVED IN SETTLEMENT MEDA CONSUMER HEALTHCARE, INC., a Delaware Corporation; MEDA PHARMACEUTICALS, INC., a Delaware Corporation Defendants.				
CASE INFO	COURT DOCKET NUMBER RG13678826		COURT NAME Alameda County Superior Court		
	SHORT CASE NAME ENVIRONMENTAL RESEARCH CENTER v. MEDA CONSUMER HEALTHCARE, INC. et al.				
REPORT INFO	INJUNCTIVE RELIEF Yes. See paragraphs 1-5 of attached settlement				
	PAYMENT: CIVIL PENALTY \$11,130.00		PAYMENT: ATTORNEYS FEES \$45,000.00	PAYMENT: OTHER \$33,870.00	For Internal Use Only
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		DATE SETTLEMENT SIGNED 04 / 23 / 2013	
	COPY OF SETTLEMENT MUST BE ATTACHED				
FILER INFO	NAME OF CONTACT Richard Drury / Christina Caro				
	ORGANIZATION Lozeau Drury LLP			TELEPHONE NUMBER ((510)) 836-4200	
	ADDRESS 410 12th Street, Suite 250			FAX NUMBER ((510)) 836-4205	
	CITY Oakland, CA		STATE CA	ZIP 94607	E-MAIL ADDRESS richard@lozeaudrury.com

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

1 RICHARD DRURY (CBN 163559)
2 LOZEAU | DRURY LLP
3 410 12th Street, Suite 250
4 Oakland, CA 94607
5 Ph: 510-836-4200
6 Fax: 510-836-4205
7 Email: richard@lozeaudrury.com

8 Attorney for Plaintiff
9 ENVIRONMENTAL RESEARCH CENTER

10 JOSHUA A. BLOOM (CBN 183358)
11 BARG COFFIN LEWIS & TRAPP, LLP
12 350 California Street, 22nd Floor
13 San Francisco, CA 94104-1435
14 Ph: (415) 228-5406
15 Fax: (415) 228-5450
16 Email: jab@bcltlaw.com

17 Attorney for Defendants
18 MEDA CONSUMER HEALTHCARE, INC. and MEDA PHARMACEUTICALS, INC.

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF ALAMEDA**

21 ENVIRONMENTAL RESEARCH CENTER,)
22 a non-profit California corporation,)
23 Plaintiff,)
24 v.)
25 MEDA CONSUMER HEALTHCARE, INC.,)
26 a Delaware corporation, and MEDA)
27 PHARMACEUTICALS, INC., a Delaware)
28 corporation,)
29 Defendants.)

Case No.

[PROPOSED] STIPULATED CONSENT

JUDGMENT

Dept:

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

2 **WHEREAS:**

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

6 B. MEDA CONSUMER HEALTHCARE, INC. is a Delaware Corporation, and
7 MEDA PHARMACEUTICALS, INC. is a Delaware Corporation, and they are referred to
8 collectively hereinafter as “**Meda**” or “**Defendant**”. “**Parties**” means ERC and Meda only.

9 C. The name of the Products covered under this Consent Judgment are set forth in
10 **Exhibit A**, attached hereto (“**Covered Products**”).

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

13 E. On October 1, 1992, the State of California listed the chemicals lead and lead
14 compounds as chemicals known to cause cancer, pursuant to California Health and Safety Code
15 § 25249.8.

16 F. ERC alleges that the Covered Products have been sold by Defendant in California
17 since October 26, 2009.

18 G. On October 26, 2012 ERC served Defendant and public enforcement agencies with
19 a document entitled “60-Day Notice” that provided Defendant and the public enforcement
20 agencies with notice alleging that Defendant was in violation of Proposition 65 for failing to
21 warn purchasers and individuals using the Covered Products that such use exposes them to lead,
22 a chemical known to the State of California to cause cancer and/or reproductive toxicity
23 (“**Proposition 65 Notice**”). A copy of the Proposition 65 Notice is attached hereto as **Exhibit B**.

24 H. Concurrent with the filing of this Consent Judgment, ERC has filed a Complaint
25 against Defendant in the Alameda County Superior Court (the “**Action**”), alleging violations of
26 Proposition 65, based on the Proposition 65 Notice. The Action is brought by ERC in the public
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1 interest at least sixty (60) days after ERC provided notice of the alleged Proposition 65 violations
2 to Defendant and the public enforcement agencies and none of the public enforcement agencies
3 had commenced and/or begun diligently prosecuting an action against Defendant for such
4 violations.

5 I. For purposes of this Consent Judgment only, the Parties stipulate that this Court
6 has jurisdiction over Defendant as to the allegations contained in the Complaint, that venue is
7 proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce the
8 provisions of this Consent Judgment. This Consent Judgment shall have no application or effect
9 on Defendant for Covered Products or other products manufactured, distributed or sold by
10 Defendant to consumers outside of the State of California only.
11

12 J. Defendant denies the material, factual and legal allegations contained in Plaintiff's
13 Complaint and maintains that all Covered Products that Defendant sold and distributed in
14 California have been and are in compliance with all laws, including Proposition 65. The Parties
15 enter into this Consent Judgment pursuant to a settlement of disputed claims between them as
16 alleged in the Complaint for the purposes of avoiding prolonged and costly litigation. By
17 execution of this Consent Judgment, Defendant does not admit any facts or conclusions of law
18 suggesting or demonstrating any violations or the applicability of Proposition 65, or any other
19 statutory, common law or equitable requirements relating to the Covered Products. Nothing in
20 this Consent Judgment shall be construed as an admission by Defendant or Plaintiff of any fact,
21 issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or
22 be construed as an admission by Defendant or Plaintiff of any fact, issue of law, or violation of
23 law.
24

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

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

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

5 1. **Injunctive Relief.** On and after the Effective Date of this Consent Judgment,
6 Defendant shall not distribute into the State of California, or directly sell in the State of
7 California any Covered Product for which the maximum dose recommended on the label
8 contains more than 0.5 micrograms (**mcg**) of lead, as calculated in accordance with the formula
9 set forth in Paragraph 4, unless each individual Covered Product (in the form intended for sale
10 to the end-user) bears one of the warning statements specified below on its individual unit label
11 or unit packaging.

12
13 2. On and after the Effective Date of this Consent Judgment, for Covered Products for
14 which the maximum dose recommended on the label contains more than 0.5 mcg of lead,
15 Defendant shall, at the point of manufacture, prior to Defendant’s shipment to California, or
16 prior to Defendant’s distribution within California, affix to or print on the Covered Product
17 container, cap, label, or unit package the following warning

18 **WARNING: This product contains a chemical known to the State of California to**
19 **cause cancer, birth defects, or other reproductive harm.**

20 The term “cancer” shall be included in the warning only if the maximum recommended dose
21 stated on the Covered Product’s label contains in excess of 15 micrograms (mcg) of lead as
22 calculated in accordance with the formula set forth in Paragraph 4 below.

23
24 3. The warning required by Paragraph 2 above shall be prominently affixed to or
25 printed on the labeling of each Covered Product intended for sale to a purchaser in the State of
26 California, with such conspicuousness, as compared with other words, statements, designs, or
27 devices on the labeling as to render it likely to be read and understood by an ordinary individual
28 under customary conditions of purchase or use. The warning shall not exceed the language

1 specified in Paragraph 2 above, and shall not be accompanied by any explanation of Proposition
2 65, lead, or the “naturally occurring” exemption. If the warning is displayed on the Covered
3 Product container or labeling, the warning shall be at least the same size as the largest of any
4 other health or safety warnings on the container or labeling, and the word “**WARNING**” shall be
5 in all capital letters and in bold print. If printed on the labeling itself, the warning shall be
6 contained in the same section of the labeling that states other safety warnings concerning the use
7 of the Covered Product. The injunctive relief set forth in Paragraphs 1, 2 and 3 above shall not
8 apply to any of the Covered Products that Defendant put into the stream of commerce before the
9 Effective Date.
10

11 4. Defendant may reformulate the Covered Products to reduce the lead content to
12 below levels requiring a Proposition 65 warning, in which case the Parties agree that the Covered
13 Products may be offered for sale in California without the warnings discussed in this Consent
14 Judgment. If Defendant contends that a Covered Product has been so reformulated, then at least
15 once each year for three consecutive years, Defendant shall undertake testing of any
16 reformulated Covered Product on which it does not intend to place a warning label discussed in
17 Paragraph 2 above. Defendant (itself or through another) shall test at least five (5) randomly-
18 selected samples of each such reformulated Covered Product for lead content, to confirm
19 whether the daily dose is more or less than 0.5 micrograms of lead when the maximum
20 recommended daily dose is taken as directed on the reformulated Covered Product’s label. For
21 purposes of determining whether a warning, if any, is required pursuant to Paragraph 1, the
22 highest lead detection result of the five (5) randomly selected samples of the reformulated
23 Covered Product will be controlling. For purposes of this Consent Judgment, daily lead
24 exposure levels shall be measured in micrograms and shall be calculated using the following
25 formula: micrograms of lead per gram of product, multiplied by grams of product per serving of
26 the product (using the largest serving size appearing on the product’s label), multiplied by
27 servings of the product per day (using the largest number of servings in a recommended dosage
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1 appearing on the product label), which equals micrograms of lead exposure per day. All testing
2 pursuant to this Consent Judgment shall be performed by a laboratory certified by the California
3 Environmental Laboratory Accreditation Program for the analysis of heavy metals or a
4 laboratory that is approved by, accredited by, or registered with the United States Food & Drug
5 Administration for the analysis of heavy metals. The method of selecting samples for testing
6 must comply with the regulations of the Food and Drug Administration as set forth in Title 21,
7 Part 111, Subpart E of the Code of Federal Regulations, including section 111.80(c). Testing for
8 lead shall be performed using Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) and
9 closed-vessel, microwave-assisted digestion employing high-purity reagents¹ or any other testing
10 method agreed upon in writing by the Parties. Nothing in this Consent Judgment shall limit
11 Defendant's ability to conduct, or require that others conduct, additional testing of the Covered
12 Products, reformulated or otherwise, including the raw materials used in their manufacture. This
13 Consent Judgment, including the testing and sampling methodology set forth in this paragraph, is
14 the result of negotiation and compromise, and is accepted by the Parties for purposes of settling,
15 compromising, and resolving issues disputed in the Action, including future compliance by
16 Defendant with this Consent Judgment, and shall not be used for any other purpose, or in any
17 other matter and, except for the purpose of determining future compliance with this Consent
18 Judgment, shall not constitute an adoption or employment of a method of analysis for a listed
19 chemical in a specific medium as set forth in 27 California Code of Regulations § 25900(g). For
20 the three year reporting period, Defendant shall provide test results and documentation for any
21 reformulated Covered Product to ERC within thirty (30) working days of Defendant's receipt of
22 the test results, and shall retain all test results and documentation for a period of four (4) years
23 from the date of each test.

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26 5. The requirements set forth above will only apply to any time during which
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¹ See Mindak, W.R., Cheng, J., Canas, B.J., & Bolger, P.M. Lead in Women's and Children's Vitamins, J. Agric. Food Chem. 2008, 56, 6892-96.

1 Defendant is a “person in the course of doing business,” as that term is defined in Health and
2 Safety Code § 25249.11(b).

3 **6. Payments.** In full satisfaction of all potential civil penalties, payment in lieu of
4 civil penalty, and investigation, experts, and attorneys’ fees and costs, Defendant shall make a
5 total payment of \$90,000.00 (ninety thousand dollars), as follows:

6 **6.1. Civil Penalty Assessment.** Defendant agrees to pay a civil penalty in the
7 amount of \$11,130.00 (eleven thousand one hundred thirty dollars) pursuant to Health &
8 Safety Code §25249.7(b). Plaintiff shall remit 75% of this amount (\$8,347.50 (eight
9 thousand three hundred forty-seven dollars and fifty cents)) to the State of California
10 pursuant to Health & Safety Code §25192, and Plaintiff shall retain the remaining 25%
11 of this amount (\$2,782.50 (two thousand seven hundred eighty-two dollars and fifty
12 cents)).

13 **6.2. Payment In Lieu of Further Civil Penalties.** Defendant agrees to make an
14 additional payment in lieu of further civil penalties in the amount of \$33,870.00 (thirty-
15 three thousand eight hundred seventy dollars) to ERC for projects to reduce exposures to
16 toxic chemicals, and to increase consumer, worker and community awareness of the
17 health hazards posed by toxic chemicals.

18 **6.3. Reimbursement of Plaintiff’s Fees and Costs.** Defendant agrees to
19 reimburse Plaintiff’s reasonable investigative, expert and attorneys’ fees and costs
20 incurred as a result of investigating and prosecuting this Action negotiating a settlement
21 in the public interest, and obtaining required approval from the Office the California
22 Attorney General and the Superior Court. Such fees and costs total \$45,000.00 (forty-
23 five thousand dollars).

24 **6.4. Payment Schedule.** Pursuant to Paragraphs 6.1., 6.2, and 6.3 herein,
25 Defendant agrees to remit the total amount of \$90,000.00 (ninety thousand dollars) to
26 Plaintiff, by check or money order payable to: the “Lozeau Drury LLP Client Trust
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1 Account" and remitted to the Law Office of Lozeau Drury LLP at the law firm's address
2 noted in the Notice provision below. Defendant shall remit payment in full within thirty
3 (30) calendar days of the Effective Date.

4 **7. Plaintiff's Release of Defendant.** Plaintiff, acting in both its individual capacity
5 on behalf of itself and acting in its representative capacity on behalf of the general public,
6 permanently and fully releases Defendant, its parents, subsidiaries, affiliates (including those
7 companies that are under common ownership and/or common control), shareholders, directors,
8 members, officers, employees, and attorneys, and each entity to whom each of them directly or
9 indirectly distributed or sold the Covered Products, including, but not limited to distributors,
10 wholesalers, customers, retailers, franchisees, and any other person or entity in the course of
11 doing business who distributed, marketed or sold the Covered Products, and excluding
12 Defendant's private label customers, from all claims asserted in the Proposition 65 Notice
13 regarding lead in the Covered Products.

14 **8. Limits of Release.** Nothing in this release is intended to apply to any
15 occupational or environmental exposures, as those terms are defined in Cal. Code Regs., tit. 27,
16 §§ 25602(c) and (f), respectively, arising under Proposition 65 nor shall it apply to any of
17 Defendant's products not set forth on Exhibit A to this Consent Judgment.

18 **9. Release of Environmental Research Center.** Defendant, by this Consent
19 Judgment, waives all rights to institute any form of legal action against ERC for actions or
20 statements made or undertaken by ERC in the course of seeking enforcement of Proposition 65
21 against Defendant by means of the Proposition 65 Notice.

22 **10. Motion for Approval of Consent Judgment/Notice to the California Attorney
23 General's Office.** Upon execution of this Consent Judgment by the Parties, Plaintiff shall file a
24 noticed Motion for Approval & Entry of Consent Judgment in the Alameda County Superior
25 Court pursuant to 11 California Code of Regulations §3000, *et seq.* This motion shall be served
26 upon all of the Parties to the Action and upon the California Attorney General. In the event that
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1 the Court fails to approve and order entry of the judgment within one (1) year of the Consent
2 Judgment being filed, this Consent Judgment shall become null and void upon the election of any
3 Party as to them and upon written notice to all of the Parties to the Action pursuant to the notice
4 provisions herein. Defendant and ERC shall use their best efforts to support entry of this
5 Consent Judgment in the form submitted to the California Attorney General. If the Attorney
6 General or the Court objects in writing to any term in this Consent Judgment, the Parties shall
7 use their best efforts to resolve the concern in a timely manner, prior to the hearing on the motion
8 to approve this Consent Judgment. If the Attorney General elects to file papers with the Court
9 stating that the People shall appear at the hearing for entry of this Consent Judgment so as to
10 oppose entry of the Consent Judgment, then a Party may withdraw from this Consent Judgment
11 prior to the date of the hearing, with notice to all Parties and the Attorney General, and upon
12 such notice this Consent Judgment shall be null and void and any payments made pursuant to
13 this Consent Judgment shall be promptly returned to Defendant.

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

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

22 13. **Governing Law.** The terms of this Consent Judgment shall be governed by the
23 laws of the State of California.

24 14. **Notices.** All correspondence and notices required to be provided under this
25 Consent Judgment shall be in writing and shall be sent by first class registered or certified mail
26 addressed as follows. All correspondence to ERC shall be mailed to:
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1 Richard Drury
2 Lozeau Drury LLP
3 410 12th Street, Suite 250
4 Oakland, CA 94607
5 Ph: (510) 836-4200
6 Fax: (510) 836-4205
7 Email: Richard@lozeaudrury.com

8 All correspondence to Defendant shall be mailed to:

9 Joshua A. Bloom
10 Barg Coffin Lewis & Trapp, LLP
11 350 California Street, 22nd Floor
12 San Francisco, CA 94104-1435
13 Ph: (415) 228-5406
14 Fax: (415) 228-5450
15 Email: jab@bcltlaw.com

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

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

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

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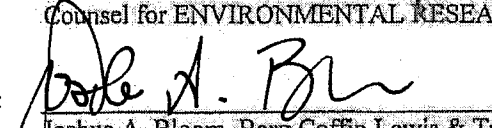
APPROVED AS TO FORM:

DATED: Apr. 10, 2013 By:



Richard Drury, Lozeau Drury LLP
Counsel for ENVIRONMENTAL RESEARCH CENTER

DATED: 4/23/13 By:



Joshua A. Bloom, Bang Coffin Lewis & Trapp, LLP
Counsel for MEDA CONSUMER HEALTHCARE, INC.
and MEDA PHARMACEUTICALS, INC.

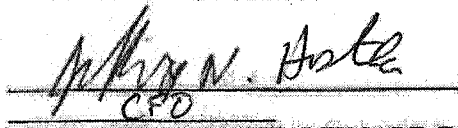
APPROVED AS TO SUBSTANCE:

DATED: 4/10/2012 By:



Chris Ingham, Executive Director
ENVIRONMENTAL RESEARCH CENTER

DATED: 4/23/13 By:


CFO

MEDA CONSUMER HEALTHCARE, INC. and
MEDA PHARMACEUTICALS, INC.

IT IS SO ORDERED

Dated: _____

Judge of the Superior Court

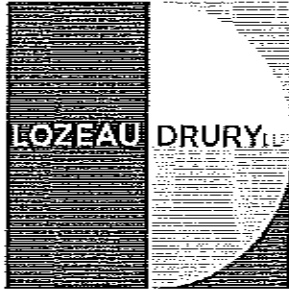
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EXHIBIT A
Product List

- DrNatura Paranil Jr. Herbal Supplement for Children - Lead**
- DrNatura Paranil Liver & Colon Purifying Complex - Lead**
- DrNatura Colonix Intestinal Cleanser - Lead**

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EXHIBIT B
Prop. 65 Notice of Violation



T 510.836.4200
F 510.836.4205

410 12th Street, Suite 250
Oakland, Ca 94607

www.lozeaudrury.com
richard@lozeaudrury.com

VIA CERTIFIED MAIL

Current CEO or President
Meda Consumer Healthcare, Inc.
200 North Cobb Parkway
Suite 428
Marietta, GA 30067

Corporation Trust Company
(Meda Consumer Healthcare, Inc.'s
Registered Agent for Service of Process)
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Current CEO or President
Meda Pharmaceuticals, Inc.
265 Davidson Avenue
Suite 400
Somerset, NJ 08873-4120

Corporation Trust Company
(Meda Pharmaceuticals, Inc.'s Registered
Agent for Service of Process)
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

CT Corporation System
(Meda Pharmaceuticals, Inc.'s Registered
Agent for Service of Process in California)
818 W. Seventh Street
Los Angeles, CA 90017

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

VIA PRIORITY MAIL

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

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

Dear Addressees:

I represent the Environmental Research Center ("ERC") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is

codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

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

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

Meda Consumer Healthcare, Inc.
Meda Pharmaceuticals, Inc.

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

DrNatura Paranil Jr. Herbal Supplement for Children - Lead

DrNatura Paranil Liver & Colon Purifying Complex - Lead

DrNatura Colonix Intestinal Cleanser - Lead

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

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

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

October 26, 2012

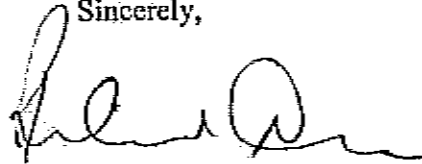
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ongoing violations has occurred on every day since October 26, 2009, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

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

ERC's Executive Director is Chris Heptinstall, and is located at 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. 619-500-3090. ERC has retained me in connection with this matter. We suggest that communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Sincerely,


Richard Drury

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Meda Consumer Healthcare, Inc., Meda Pharmaceuticals, Inc., and their Registered Agents for Service of Process only)

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

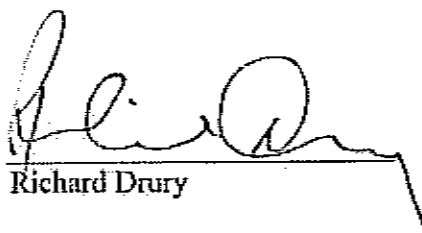
CERTIFICATE OF MERIT

**Re: Environmental Research Center's Notice of Proposition 65 Violations by
Meda Consumer Healthcare, Inc. and Meda Consumer Pharmaceuticals, Inc.**

I, Richard Drury, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged 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: October 26, 2012


Richard Drury

CERTIFICATE OF SERVICE

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

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

Current CEO or President
Meda Consumer Healthcare, Inc.
200 North Cobb Parkway
Suite 428
Marietta, GA 30067

Corporation Trust Company
(Meda Consumer Healthcare, Inc.'s Registered Agent
for Service of Process)
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Current CEO or President
Meda Pharmaceuticals, Inc.
265 Davidson Avenue
Suite 400
Somerset, NJ 08873-4120

Corporation Trust Company
(Meda Pharmaceuticals, Inc.'s Registered Agent
for Service of Process)
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

CT Corporation System
(Meda Pharmaceuticals, Inc.'s Registered Agent
for Service of Process in California)
818 W. Seventh Street
Los Angeles, CA 90017

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

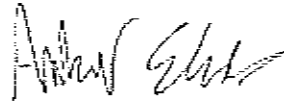
Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

October 26, 2012

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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.

Executed on October 26, 2012, in Fort Oglethorpe, Georgia.



Amber Schaub

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

October 26, 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	

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PROOF OF SERVICE

I, Toyer Grear, declare as follows:

I am a resident of the State of California, and employed in Oakland, California. I am over the age of 18 years and am not a party to the above-entitled action. My business address is 410 12th Street, Suite 250, Oakland, CA 94607.

I am readily familiar with our business' practice for collection and processing of documents for mailing with the U.S. Postal Service, and that the below-named document was deposited with the U.S. Postal Service with fully prepaid postage thereon on the date set forth below at Oakland, California.

On April ____, 2013, I served the **[PROPOSED] STIPULATED CONSENT JUDGMENT** by placing a true copy thereof in an envelope, sealing, and placing it for collection and mailing following ordinary business practices addressed as follows:

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

JOSHUA A. BLOOM
BARG COFFIN LEWIS & TRAPP, LLP
350 California Street, 22nd Floor
San Francisco, CA 94104-1435
Ph: (415) 228-5406
Fax: (415) 228-5450
Email: jab@bcltlaw.com

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed April _____, 2013 at Oakland, California.

Toyer Grear