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18 IT WORKS GLOBAL, INC., IT WORKS  
19 MARKETING, INC.

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
21 COUNTY OF MARIN

22 ENVIRONMENTAL RESEARCH  
23 CENTER, a California non-profit  
24 corporation,

25 Plaintiff,

26 v.

27 IT WORKS GLOBAL, INC., IT WORKS  
28 MARKETING, INC., and DOES 1-100

Defendants.

CASE NO. CIV1304656

[PROPOSED] STIPULATED  
CONSENT JUDGMENT; [PROPOSED]  
ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: November 13, 2013  
Trial Date: None set

1. INTRODUCTION

1.1 On November 13, 2013, Plaintiff Environmental Research Center ("ERC"), a non-profit corporation, as a private enforcer, and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint") pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.

1 ("Proposition 65"), against It Works Global, Inc., It Works Marketing, Inc., and Does 1-100  
2 (collectively "It Works"). In this action, ERC alleges that the products listed in ERC's  
3 Proposition 65 60-Day Notice of Violation dated January 18, 2013 ("NOV I") manufactured,  
4 distributed or sold by It Works, as more fully described below, contain lead, a chemical listed  
5 under Proposition 65 as a carcinogen and reproductive toxin, and that such products expose  
6 consumers at a level requiring a Proposition 65 warning. These products are: 1) It Works  
7 Global Regular Support for Colon Function; 2) It Works Global Ultimate ThermoFit  
8 Thermogenic Weight Loss Formula with Acai Berry & Capsimax; 3) It Works Global  
9 Advanced Formula FatFighter with Carb Inhibitors; 4) It Works Global Confianza Anti-Stress  
10 Formula with Natural Adaptogens; 5) It Works Global It's Vital Advanced Formula Daily  
11 Multi-Vitamin, Mineral, Antioxidant, Phytonutrient Supplement; and 6) It Works Global  
12 Greens Alkalize Balance Detoxify Orange Flavor.

13 1.2 The Complaint is based on allegations contained in NOV I that was served on  
14 the California Attorney General, other public enforcers, and It Works. A true and correct copy  
15 of NOV I is attached as Exhibit A. More than 60 days have passed since NOV I was mailed  
16 and uploaded onto the Attorney General's website, and no designated governmental entity has  
17 filed a complaint against It Works with regard to the products or alleged violations listed in  
18 NOV I.

19 1.3 On May 23, 2014, ERC served an additional Proposition 65 60 day Notice on  
20 the California Attorney General, other public enforcers, and It Works ("NOV II") regarding the  
21 following additional products manufactured, distributed or sold by It Works 7) It Works!  
22 Global It's Essential Dark Chocolate Berry 8) It Works! Global Greens Berry, and 9) It Works!  
23 Global Ultimate ProFit Rich Chocolate (collectively "Additional Products"). A true and  
24 correct copy of NOV II is attached as Exhibit B. More than 60 days have passed since NOV II  
25 was mailed and uploaded onto the Attorney General's website, and no designated governmental  
26 entity has filed a complaint against It Works with regard to the Additional Products or the  
27 alleged violations.

28 1.4 NOV I and NOV II shall hereinafter collectively be referred to as the Notices.

1 All nine (9) products listed in Section 1.1 and Section 1.3 shall be addressed by this Consent  
2 Judgment and shall hereinafter be referred to as "Covered Products."

3 1.5 ERC and It Works stipulated to allow ERC to amend the Complaint to include  
4 the Additional Products and allegations in NOV II. The Court entered the Order on October  
5 15, 2014 granting ERC 30 days within which to file its First Amended Complaint ("Amended  
6 Complaint") and the Amended Complaint was filed on October 28, 2014.

7 1.6 ERC is a California non-profit corporation dedicated to, among other causes,  
8 helping safeguard the public from health hazards by reducing the use and misuse of hazardous  
9 and toxic chemicals, facilitating a safe environment for consumers and employees, and  
10 encouraging corporate responsibility.

11 1.7 It Works is a business entity that employs ten or more persons. It Works  
12 arranges the manufacture, distribution and sale of the Covered Products.

13 1.8 ERC's Notices and the Amended Complaint allege that use of the Covered  
14 Products exposes persons in California to lead without first providing clear and reasonable  
15 warnings in violation of California Health and Safety Code section 25249.6. It Works denies  
16 all material allegations contained in the Notices and the Amended Complaint.

17 1.9 ERC and It Works are referred to hereinafter individually as a "Party" or  
18 collectively as the "Parties."

19 1.10 The Parties have entered into this Consent Judgment in order to settle,  
20 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.  
21 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of  
22 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,  
23 parent companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,  
24 distributors, wholesalers, or retailers. Except for the representations made above, nothing in  
25 this Consent Judgment shall be construed as an admission by It Works or ERC of any fact,  
26 issue of law, or violation of law, nor shall compliance with this Consent Judgment be construed  
27 as an admission by It Works or ERC of any fact, issue of law, or violation of law, at any time,  
28 for any purpose.

1       **1.11** Except as expressly set forth herein, nothing in this Consent Judgment shall  
2 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
3 other or future legal proceeding unrelated to these proceedings.

4       **1.12** The Effective Date of this Consent Judgment is the date on which it is entered as  
5 a Judgment by this Court.

6       **2. JURISDICTION AND VENUE**

7       For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
8 jurisdiction over the allegations of violations contained in the Amended Complaint and personal  
9 jurisdiction over It Works as to the acts alleged in the Amended Complaint, that venue is proper  
10 in Marin County, and that this Court has jurisdiction to enter this Consent Judgment as a full and  
11 final resolution of all claims which were or could have been asserted in this action based on the  
12 facts alleged in the Notices and the Amended Complaint.

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

14       **3.1** Beginning six months from the Effective Date, It Works shall not manufacture  
15 for sale in the State of California, distribute into the State of California<sup>1</sup>, or directly sell in the  
16 State of California, any Covered Products which expose a person to a daily dose of lead more  
17 than 0.5 micrograms per day when the maximum suggested dose is taken as directed on the  
18 Covered Product's label, unless each such unit of the Covered Product (1) qualifies as a  
19 "Reformulated Covered Product" under Section 3.3, or (2) meets the warning requirements  
20 under Section 3.2.

21       **3.2 Clear and Reasonable Warnings**

22       **3.2.1.** If It Works provides a warning for Covered Products pursuant to Section 3.1, It  
23 Works must use the following warning language:

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

26  
27       <sup>1</sup> As used in Consent Judgment, the term "distribute for sale into California" shall mean  
28 to directly ship a Covered Product into California for sale in California or to sell a Covered  
Product to a distributor that Defendant knows will sell the Covered Product in California.



1 The term "lead" is optional. It Works shall use the term "cancer" in the warning only if  
2 the maximum daily dose recommended on the label contains more than 15 micrograms of lead as  
3 determined pursuant to the quality control methodology set forth in Section 3.4.

4 3.2.2. For sales to California Customers, It Works shall provide the warning, subject to  
5 the provisions of Section 3.2.4, on the following: 1) for website purchases, on It Works' checkout  
6 page for California consumers identifying each Covered Product and optionally on the label or  
7 container of It Works' product packaging for each Covered Product. 2) for non-website purchases,  
8 on the label or container of It Works' product packaging for Each Covered Product.

9 For Purposes of this Consent Judgment, "California Customers" shall mean end users of  
10 the Covered Products who are not retailers, distributors, wholesalers, or other resellers of the  
11 Covered Products.

12 3.2.3. For sales to California Distributors, It Works shall provide the warning, subject to  
13 the provisions of Section 3.2.4, on the one of the following: 1) on the label or container of It  
14 Works' product packaging for each Covered Product; 2) for website purchases, on It Works'  
15 checkout page for California consumers identifying each Covered Product; or 3) on both It  
16 Works' insert in boxes of Covered Products, identifying each Covered Product, shipped to  
17 California and on It Works' receipt/invoice in boxes of Covered Products shipped to California,  
18 with instructions to place warnings pursuant to Section 3.2.2 if applicable.

19 For Purposes of this Consent Judgment, "California Distributors" shall mean California  
20 retailers, distributors, wholesalers, or other resellers of the Covered Products.

21 3.2.4. The warning appearing on the label or container of the product packaging for each  
22 Covered Product and on It Works' website (should It Works opt to provide the warning on its  
23 website) shall be at least the same size as the largest of any other health or safety warnings  
24 correspondingly appearing on the label, container, product or website, if applicable, and the word  
25 "WARNING" shall be in all capital letters. No other statements about Proposition 65 or lead  
26 may accompany the warning.

27 If It Works opts to provide a warning for website purchases, the warning shall appear  
28 prior to completing checkout on the website when a California delivery address is indicated.

1 If It Works provides box warnings, It Works and/or its distributor shall provide one insert  
2 warning for each box of products going to a California consumer. The insert warning shall be a  
3 minimum of 5 inches x 7 inches. The insert warning shall identify each Covered Product that  
4 requires a warning.

5 It Works must display the above warnings with such conspicuousness, as compared with  
6 other words, statements, or design of the label or container, as applicable, to render the warning  
7 likely to be read and understood by an ordinary individual under customary conditions of purchase  
8 or use of the product.

### 9 **3.3 Calculation of Lead Levels; Reformulated Covered Products**

10 A Reformulated Covered Product is one for which the maximum recommended daily  
11 serving on the label contains no more than 0.5 micrograms of lead per day as determined by the  
12 quality control methodology described in Section 3.4. As used in this Consent Judgment, "no  
13 more than 0.5 micrograms of lead per day" means that the samples of the testing performed by  
14 It Works under Section 3.4 yield a daily exposure of no more than 0.5 micrograms of lead (with  
15 daily exposure calculated pursuant to Section 3.4 of this Consent Judgment). For products that  
16 cause exposures in excess of 0.5 micrograms of lead per day, It Works shall provide the  
17 warning set forth in Section 3.2.

### 18 **3.4 Testing and Quality Control Methodology**

19 **3.4.1** For purposes of this Consent Judgment, "Daily Lead Exposure Level"  
20 shall be measured in micrograms, and shall be calculated using the following formula:  
21 micrograms of lead per gram of product, multiplied by grams of product per serving of the  
22 product (using the largest serving size appearing on the product label), multiplied by servings  
23 of the product per day (using the largest number of servings in a recommended dosage  
24 appearing on the product label), which equals micrograms of lead exposure per day, excluding  
25 amounts of naturally occurring lead in the ingredients listed in the table below in accordance  
26 with the Attorney General's Stipulation Modifying Consent Judgments in *People v Warner*  
27 *Lambert, et al* San Fran. Sup. Ct. Case no 984503 as well as the Cocoa powder allowance listed  
28 in the table below.

1                   3.4.2 If at any time after the Effective Date, ERC tests a Covered Product and  
2 the test results indicate that the Daily Lead Exposure Level is greater than 0.5 micrograms per  
3 day, It Works agrees to confidentially supply to ERC within 30 days a list of ingredients,  
4 including the percentage of each ingredient ("Ingredient List"), of that particular covered  
5 product so that ERC may be able to calculate the daily exposure based on the allowances  
6 contained in the table below.

7   INGREDIENT	NATURALLY OCCURRING AMOUNT OF LEAD
8   Calcium	0.8 micrograms/1000 milligrams
9   Ferrous Fumarate	0.4 micrograms/gram
10   Zinc Oxide	8.0 micrograms/gram
11   Magnesium Oxide	0.4 micrograms/gram
12   Magnesium Carbonate	0.332 micrograms/gram
13   Magnesium Hydroxide	0.4 micrograms/gram
14   Zinc Gluconate	0.8 micrograms/gram
15   Potassium Chloride	1.1 micrograms/gram
16   Cocoa-powder	1.0 micrograms/gram

17  
18           In the event that a dispute arises with respect to compliance with the terms of this  
19 Consent Judgment as to any contribution from naturally occurring lead levels under the Section,  
20 the Parties shall employ good faith efforts to seek entry of a protective order that governs access  
21 to and disclosure of the Ingredient List provided. Should a dispute arise, the Parties shall meet  
22 and confer in good faith to settle such dispute amicably.

23           3.4.3 All testing pursuant to this Consent Judgment shall be performed using a  
24 laboratory method that complies with the performance and quality control factors appropriate  
25 for the method used, including limit of detection, limit of qualification, accuracy, and precision  
26 and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)  
27 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing  
28 method subsequently agreed upon in writing by the Parties.

1           **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an  
2 independent third-party laboratory certified by the California Environmental Laboratory  
3 Accreditation Program for the analysis of heavy metals or an independent third-party laboratory  
4 that is registered with the United States Food & Drug Administration. It Works may perform  
5 this testing itself only if it provides, in an attachment to the test results It Works provides to  
6 ERC, proof that its laboratory meets the requirements in Section 3.4.2 and this Section 3.4.3.  
7 Nothing in this Consent Judgment shall limit It Works' ability to conduct, or require that others  
8 conduct, additional testing of the Covered Products, including the raw materials used in their  
9 manufacture.

10           **3.4.5** It Works shall arrange, for at least three consecutive years and at least  
11 once per year, for the lead testing of three randomly selected samples of each Covered Product  
12 in the form intended for sale to the end-user to be distributed or sold to California. It Works  
13 shall continue testing only while the Covered Products are sold in California or sold to a third  
14 party for retail sale in California. If tests conducted pursuant to this Section demonstrate that  
15 no warning is required for a Covered Product during each of three consecutive years, then the  
16 testing requirements of this Section will no longer be required as to that Covered Product. The  
17 requirements of Section 3.4 are not applicable to any Covered Product for which It Works has  
18 provided a warning as specified in Section 3.2.

19           **3.4.6** If disclosed to ERC pursuant to the meet and confer obligations of  
20 section 6.3 or otherwise disclosed to ERC, these reports shall be deemed and treated by ERC as  
21 confidential information under the terms of the confidentiality agreement entered into by the  
22 Parties. It Works shall retain all test results and documentation for a period of three years from  
23 the date of each test.

#### 24   **4. SETTLEMENT PAYMENT**

25           **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil  
26 penalties, attorney's fees, and costs, It Works shall make a total payment of \$225,000.00 by  
27 wire transfer to ERC's escrow account within fifteen (15) days of receiving the Notice of Entry  
28 of Judgment. Said payment shall be for the following:

1           4.2     \$98,120.00 shall be considered civil penalties pursuant to California Health and  
2 Safety Code section 25249.7(b)(1). Of this amount, \$73,590.00 shall be distributed to the  
3 Office of Environmental Health Hazard Assessment ("OEHHA") and \$24,530.00 shall be  
4 retained by ERC. California Health and Safety Code section 25249.12(c)(1) & (d). ERC shall  
5 be responsible for distributing the civil penalty to OEHHA.

6           4.3     \$3,119.10 shall be retained by ERC as reimbursement for reasonable costs  
7 associated with bringing this action; and \$74,020.64 shall be retained by ERC in lieu of further  
8 civil penalties, for the day-to-day business activities such as (1) continued enforcement of  
9 Proposition 65, which includes work, analyzing, researching and testing consumer products that  
10 may contain Proposition 65 chemicals, focusing on the same or similar type of ingestible  
11 products that are the subject matter of the current action; (2) the continued monitoring of past  
12 consent judgments and settlements to ensure companies are in compliance with Proposition 65;  
13 and (3) giving a donation of \$3,700.00 to the Center for Environmental Health to address  
14 reducing toxic chemical exposures in California.

15           4.4     \$21,130.00 shall be distributed to Michael Freund, \$2,497.50 shall be distributed  
16 to Ryan Hoffman and \$3,000.00 shall be distributed to Karen Evans as reimbursement of  
17 ERC's attorney's fees, while \$23,112.76 shall be retained by ERC for reimbursement of its in-  
18 house legal fees.

## 19     **5. MODIFICATION OF CONSENT JUDGMENT**

20           5.1     This Consent Judgment may be modified only (i) by written stipulation of the  
21 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified Consent  
22 Judgment.

23           5.2     If It Works seeks to modify this Consent Judgment under Section 5.1, then It  
24 Works must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to  
25 meet and confer regarding the proposed modification in the Notice of Intent, then ERC must  
26 provide written notice to It Works within thirty days of receiving the Notice of Intent. If ERC  
27 notifies It Works in a timely manner of ERC's intent to meet and confer, then the Parties shall  
28 meet and confer in good faith as required in this Section. The Parties shall meet in person

1 within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty days  
2 of such meeting, if ERC disputes the proposed modification, ERC shall provide to It Works a  
3 written basis for its position. The Parties shall continue to meet and confer for an additional  
4 thirty (30) days in an effort to resolve any remaining disputes. The Parties may agree in writing  
5 to different deadlines for the meet-and-confer period.

6       **5.3** In the event that It Works initiates or otherwise requests a modification under  
7 Section 5.1 for its primary benefit, It Works shall reimburse ERC its costs and reasonable  
8 attorney's fees for the time spent in the meet-and-confer process and filing and arguing a joint  
9 motion or application in support of a modification of the Consent Judgment. Prior to  
10 enforcement of section 5.3, the Parties agree to meet and confer in an attempt to settle any  
11 dispute in good faith.

12       **5.4** Where the meet-and-confer process required under any provision in this Consent  
13 Judgment does not lead to a joint motion or application in support of a modification of the  
14 Consent Judgment, then either Party may seek judicial relief on its own. In such a situation, the  
15 prevailing party may seek to recover costs and reasonable attorney's fees. As used in the  
16 preceding sentence, the term "prevailing party" means a party who is successful in obtaining  
17 relief more favorable to it than the relief that the other party was amenable to providing during  
18 the Parties' good faith attempt to resolve the dispute that is the subject of the modification.

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

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

23       **6.2** Only after it complies with Section 15 below may any Party, by motion or  
24 application for an order to show cause filed with this Court, enforce the terms and conditions  
25 contained in this Consent Judgment.

26       **6.3** If ERC alleges that any Covered Product fails to qualify as a Reformulated  
27 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall  
28 inform It Works in a reasonably prompt manner of its test results, including information

1 sufficient to permit It Works to identify the Covered Products at issue. It Works shall, within  
2 thirty days following such notice, provide ERC with testing information, from an independent  
3 third-party laboratory meeting the requirements of Sections 3.4.2 and 3.4.3, demonstrating  
4 Defendant's compliance with the Consent Judgment, if warranted. The Parties shall first  
5 attempt to resolve the matter prior to ERC taking any further legal action.

6 **7. APPLICATION OF CONSENT JUDGMENT**

7 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
8 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
9 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,  
10 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no  
11 application to Covered Products which are distributed or sold exclusively outside the State of  
12 California and which are not used by California consumers. This Consent Judgment shall  
13 terminate without further action by any Party when It Works no longer manufactures, distributes  
14 or sells all of the Covered Products and all of such Covered Products previously "distributed for  
15 sale in California" have reached their expiration dates and are no longer sold.

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

17 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on  
18 behalf of itself and in the public interest, and It Works, of any alleged violation of Proposition  
19 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to  
20 lead from the handling, use, or consumption of the Covered Products and fully resolves all  
21 claims that have been or could have been asserted in this action up to and including the  
22 Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,  
23 on behalf of itself and in the public interest, hereby discharges It Works and its respective  
24 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
25 affiliates, suppliers, franchisees, licensees, customers (not including private label customers of  
26 It Works), distributors, wholesalers, retailers, and all other upstream and downstream entities in  
27 the distribution chain of any Covered Product, and the predecessors, successors and assigns of  
28 any of them (collectively, "Released Parties"), from any and all claims, actions, causes of



1 action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that  
2 could have been asserted, as to any alleged violation of Proposition 65 arising from the failure  
3 to provide Proposition 65 warnings on the Covered Products regarding lead.

4       **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released  
5 Parties from all known and unknown claims for alleged violations of Proposition 65 arising  
6 from or relating to alleged exposures to lead in the Covered Products as set forth in the Notices.  
7 It is possible that other claims not known to the Parties arising out of the facts alleged in the  
8 Notices or the Amended Complaint and relating to the Covered Products will develop or be  
9 discovered. ERC, on behalf of itself only, acknowledges that this Consent Judgment is  
10 expressly intended to cover and include all such claims, including all rights of action therefore.  
11 ERC has full knowledge of the contents of California Civil Code section 1542. ERC, on behalf  
12 of itself only, acknowledges that the claims released in Sections 8.1 and 8.2 above may include  
13 unknown claims, and nevertheless waives California Civil Code section 1542 as to any such  
14 unknown claims. California Civil Code section 1542 reads as follows:

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

20 ERC, on behalf of itself only, acknowledges and understands the significance and  
21 consequences of this specific waiver of California Civil Code Section 1542.

22       **8.3** Compliance with the terms of this Consent Judgment shall be deemed to  
23 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures  
24 to lead as set forth in the Notices and the Amended Complaint.

25       **8.4** Nothing in this Consent Judgment is intended to apply to any occupational or  
26 environmental exposures arising under Proposition 65, nor shall it apply to any of It Works'  
27 products other than the Covered Products.

28       **8.5** ERC and It Works each release and waive all claims they may have against each  
other for any statements or actions made or undertaken by them in connection with the Notices

1 or the Amended Complaint; provided, however, that nothing in Section 8 shall affect or limit  
2 any Party's right to seek to enforce the terms of this Consent Judgment.

3 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

4 In the event that any of the provisions of this Consent Judgment is held by a court to be  
5 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

6 **10. GOVERNING LAW**

7 The terms and conditions of this Consent Judgment shall be governed by and construed in  
8 accordance with the laws of the State of California.

9 **11. PROVISION OF NOTICE**

10 All notices required to be given to either Party to this Consent Judgment by the other shall  
11 be in writing and sent to the following agents listed below by: (a) first-class, registered, or certified  
12 mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also be sent.

13 **FOR ENVIRONMENTAL RESEARCH CENTER:**

14 Chris Heptinstall, Executive Director  
15 Environmental Research Center  
16 3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108

17 With a copy to:

18 Michael Freund  
19 Ryan Hoffman  
20 Michael Freund & Associates  
21 1919 Addison Street, Suite 105  
22 Berkeley, CA 94704  
23 Telephone: (510) 540-1992  
24 Facsimile: (510) 540-5543

25 **FOR IT WORKS GLOBAL, INC., IT WORKS**  
26 **MARKETING, INC.**

27 Tim Seat  
28 General Counsel  
908 Riverside Drive

1 Palmetto, FL 34221  
2 Phone: 941.348.6647

3 With a copy to:

4 James M. Mattesich  
5 Anthony J. Cortez  
6 Greenberg Traurig, LLP  
7 1201 K Street, Suite 1100  
8 Sacramento, CA 95814-3938  
9 Telephone: (916) 442-1111  
10 Facsimile: (916) 448-1709

## 11 12. COURT APPROVAL

12 12.1 If this Stipulated Consent Judgment is not approved by the Court, it shall be  
13 void and have no force or effect.

14 12.2 ERC shall comply with California Health and Safety Code section 25249.7(f)  
15 and with Title II of the California Code Regulations, Section 3003.

## 16 13. EXECUTION AND COUNTERPARTS

17 This Consent Judgment may be executed in counterparts, which taken together shall be  
18 deemed to constitute one document. A facsimile or .pdf signature shall be construed as valid as  
19 the original signature.

## 20 14. DRAFTING

21 The terms of this Consent Judgment have been reviewed by the respective counsel for the  
22 each Party to this Settlement prior to its signing, and each Party has had an opportunity to fully  
23 discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and  
24 construction of this Consent Judgment entered thereon, the terms and provisions shall not be  
25 construed against any Party.

## 26 15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

27 If a dispute arises with respect to either Party's compliance with the terms of this Consent  
28 Judgment entered by the Court, 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 in the absence of

1 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is  
2 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As  
3 used in the preceding sentence, the term "prevailing party" means a party who is successful in  
4 obtaining relief more favorable to it than the relief that the other party was amenable to providing  
5 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement  
6 action.

7 **16. ENTIRE AGREEMENT, AUTHORIZATION**

8 **16.1** This Consent Judgment contains the sole and entire agreement and  
9 understanding of the Parties with respect to the entire subject matter herein, and any and all  
10 prior discussions, negotiations, commitments and understandings related hereto. No  
11 representations, oral or otherwise, express or implied, other than those contained herein have  
12 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
13 herein, shall be deemed to exist or to bind any Party.

14 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully  
15 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as  
16 explicitly provided herein, each Party shall bear its own fees and costs.

17 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
18 **CONSENT JUDGMENT**

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

22 (1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable  
23 settlement of all matters raised by the allegations of the Complaint, that the matter has been  
24 diligently prosecuted, and that the public interest is served by such settlement; and

25 (2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4),  
26 approve the Settlement, and approve this Consent Judgment.

27 **IT IS SO STIPULATED:**  
28

1 Dated: 12/17/, 2014

ENVIRONMENTAL RESEARCH  
CENTER

By: [Signature]  
Chris Heptinstall, Executive Director

2  
3  
4 Dated: 12/19, 2014

IT WORKS GLOBAL, INC.,

By: [Signature]  
Douglas Nooney, Chief Financial Officer  
MARK B. PENTECOST, PRESIDENT

5  
6  
7  
8 Dated: 12/19, 2014

IT WORKS MARKETING, INC.

By: [Signature]  
Douglas Nooney, Chief Financial Officer  
MARK B. PENTECOST, PRESIDENT

9  
10  
11  
12 APPROVED AS TO FORM:

13 Dated: 12/19, 2014

MICHAEL FREUND & ASSOCIATES

By: [Signature]  
Michael Freund  
Ryan Hoffman  
Attorneys for Environmental Research  
Center

14  
15  
16  
17  
18  
19 Dated: December 19, 2014

GREENBERG TRAURIG, LLP

By: [Signature]  
James M. Mattesich  
Anthony J. Cortez  
Attorneys for It Works Global, Inc. and  
It Works Marketing, Inc.

1 **JUDGMENT**

2 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is  
3 approved and Judgment is hereby entered according to its terms.  
4

5  
6 Dated: \_\_\_\_\_, 2014

7 \_\_\_\_\_  
8 Judge of the Superior Court  
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MICHAEL FREUND  
ATTORNEY AT LAW  
1019 Addison Street, Suite 105  
BERKELEY, CALIFORNIA 94704-101

TEL 510/540-1992  
FAX 510/540-3543  
EMAIL FREUND1@AOL.COM

January 18, 2013

**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, Suite 400, 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 reducing 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 as 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 the 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 Health and Safety Code Section 25249.7(d), 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 attached with the copy of this letter served to the alleged Violators identified below.

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

**It Works Global, Inc. and It Works Marketing, Inc.**

**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:

- It Works Global Regular Support for Colon Function – Lead
- It Works Global Ultimate ThermoFit Thermogenic Weight Loss Formula with Acai Berry & Capsimax – Lead
- It Works Global Advanced Formula FatFighter with Carb Inhibitors – Lead
- It Works Global Confianza Anti-Stress Formula with Natural Adaptogens – Lead
- It Works Global It's Vital Advanced Formula Daily Multi-Vitamin, Mineral, Antioxidant, Phytonutrient Supplement – Lead
- It Works Global Greens Alkalize Balance Detoxify Orange Flavor – Lead

**Exhibit A**



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

January 18, 2013

Page 2

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

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

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

**Approximate Time Period of Violations.** Ongoing violations have occurred every day since at least January 18, 2010, as well as every day since the products were introduced into the California marketplace, and will continue every day until the Violators provide clear and reasonable warnings to product purchasers and users or until these known toxic chemicals are either removed from the products or reduced to allowable levels. 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 they failed to provide persons handling and/or using these products with appropriate warnings that those persons 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 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,



---

Michael Freund

**Attachments**

Certificate of Merit

Certificate of Service

OEHHA Summary (to It Works Global, Inc. and It Works Marketing, Inc. and their Registered Agent, The Mackraz Law Office, P.C., 401 Hall Street SW, Ste. 134, Grand Rapids, Michigan 49503)

Additional Information Supporting Certificate of Merit (to AG only)

**CERTIFICATE OF MERIT**

**Re: Environmental Research Center's Notice of Proposition 65 Violations by It Works Global, Inc. and It Works Marketing, Inc.**

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violators will be able to establish any of the affirmative defenses set forth in the statute.
5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: January 18, 2013



Michael Freund

**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 January 18, 2013, 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 parties listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Mark Pentecost, Current President and CEO  
It Works Global, Inc.  
5325 State Road 64 East  
Bradenton, FL 34208

The Mackraz Law Office, P.C., Resident Agent of It Works Global, Inc.  
401 Hall Street SW, Suite 134  
Grand Rapids, MI 49503

Current President or CEO  
It Works Marketing, Inc.  
2006 44<sup>th</sup> Street SE  
Grand Rapids, MI 49508

On January 18, 2013, 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 at a U.S. 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 January 18, 2013, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on January 18, 2013, in Fort Oglethorpe, Georgia.



Amber Schaub

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 <sup>nd</sup> 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 <sup>rd</sup> 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 3 <sup>rd</sup> 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 <sup>th</sup> Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>nd</sup> Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	

**Michael Freund & Associates**

1919 Addison Street, Suite 105  
Berkeley, CA 94704  
Voice: 510.540.1992 • Fax: 510.540.5543

Michael Freund, Esq.  
Ryan Hoffman, Esq.

OF COUNSEL:  
Denise Ferkich Hoffman, Esq.

May 23, 2014

**NOTICE OF VIOLATION 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, Suite 400, 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 Health and Safety Code Section 25249.7(d), 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 enclosed with 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:

**It Works! Global, Inc.**  
**It Works Marketing, Inc.**

**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:

- 1. It Works! Global It's Essential Dark Chocolate Berry – Lead**
- 2. It Works! Global Greens Berry - Lead**
- 3. It Works! Global Ultimate ProFit Rich Chocolate – 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.

Exhibit B

May 23, 2014

Page 2

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

**Approximate Time Period of Violations.** Ongoing violations have occurred every day since at least May 23, 2011, 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 they failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

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

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

Sincerely,



---

Michael Freund

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to It Works! Global, Inc. and It Works Marketing, 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 It Works! Global, Inc. and It Works Marketing, Inc.**

I, Michael Freund, declare:

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

2. I am an attorney for the noticing party.

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

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

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

Dated: May 23, 2014



---

Michael Freund



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

May 23, 2014

Page 4

**CERTIFICATE OF SERVICE**

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

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On May 23, 2014, I served the following documents: **NOTICE OF VIOLATION 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO  
It Works! Global, Inc.  
5325 State Road 64 East  
Bradenton, FL 34208

Timothy Seat  
(It Works! Global, Inc.'s Registered  
Agent for Service of Process)  
5325 State Road 64 East  
Bradenton, FL 34208

Current President or CEO  
It Works Marketing, Inc.  
5325 State Road 64 East  
Bradenton, FL 34208

Timothy Seat  
(It Works Marketing, Inc.'s Registered  
Agent for Service of Process)  
5325 State Road 64 East  
Bradenton, FL 34208

Current President or CEO  
It Works Marketing, Inc.  
2006 44<sup>th</sup> Street SE  
Grand Rapids, MI 49508

Current President or CEO  
It Works! Global, Inc.  
2006 44<sup>th</sup> Street SE  
Grand Rapids, MI 49508

Current President or CEO  
It Works Marketing, Inc.  
4505 Newpoint Place  
Lawrenceville, GA 30043

Current President or CEO  
It Works! Global, Inc.  
4505 Newpoint Place  
Lawrenceville, GA 30043

On May 23, 2014, I electronically 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 party by uploading a true and correct copy thereof on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice>:

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

On May 23, 2014, 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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on May 23, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

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

May 23, 2014

Page 5

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Alameda 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 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 <sup>nd</sup> 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 <sup>rd</sup> 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 <sup>th</sup> Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, 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 201 Commercial Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 <sup>th</sup> 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 <sup>th</sup> 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 <sup>nd</sup> Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	