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19 CORPORATION, YOUNGEVITY
20 INTERNATIONAL, INC.

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 COUNTY OF ALAMEDA

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

26 Plaintiff,

27 v.

28 AL GLOBAL CORPORATION, a California
Corporation; YOUNGEVITY
INTERNATIONAL, INC., a Delaware
Corporation,

Defendants.

CASE NO. RG13700552

STIPULATED CONSENT
JUDGMENT; [PROPOSED] ORDER

Health & Safety Code § 25249.5 et
seq.

Action Filed: October 24, 2013
Trial Date: September 25, 2015

1 **1. INTRODUCTION**

2 **1.1** On October 24, 2013, Plaintiff Environmental Research Center (“ERC”), a
3 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
4 filing a Complaint for Injunctive Relief and Civil Penalties (the “Complaint”) pursuant to the
5 provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”),
6 against AL GLOBAL CORPORATION. Subsequently, on February 21, 2014, an Amended
7 Complaint (the “Amended Complaint”) was filed which included Defendant YOUNGEVITY
8 INTERNATIONAL, INC.¹ (Defendants AL GLOBAL CORPORATION and YOUNGEVITY
9 INTERNATIONAL, INC. are referred to collectively as “YOUNGEVITY”). In this action,
10 ERC alleges that a number of products manufactured, distributed or sold by YOUNGEVITY
11 contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and
12 expose consumers to this chemical at a level requiring a Proposition 65 warning. These products
13 (referred to hereinafter individually as a “Covered Product” or collectively as “Covered
14 Products”) are:

- 15 • Healing The Globe Scarlar Enhanced Detoxal 21
- 16 • Livinity Livin Slim Plus
- 17 • Livinity Stress-ese Plus
- 18 • Youngevity Premium Women's Hormonal Balancer
- 19 • Ancient Legacy Ocean's Gold
- 20 • Scalar Core International Scalar Enhanced Colon Activator
- 21 • Youngevity A J.D. Wallach Corporation D'Tox FX
- 22 • Healing The Globe Reshape America Ameri Trim

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25 ¹ AL INTERNATIONAL, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS
26 YOUNGEVITY, AL INTERNATIONAL, INC. dba YOUNGEVITY, AND AL
27 INTERNATIONAL, INC. were named as Defendants in the Amended Complaint but were
28 dismissed from this action pursuant to a Stipulation and Order dated April 23, 2014.

- 1 • Youngevity Ultimate Youth
- 2 • Youngevity Slender FX Meal Replacement Shake Vanilla
- 3 • Youngevity Slender FX Meal Replacement Shake Chocolate
- 4 • True2life Fast Food Chocolate
- 5 • True2life Fast Food Vanilla
- 6 • True2life True Cleanse
- 7 • Youngevity A J.D. Wallach Corporation Majestic Earth –
- 8 Ultimate Osteo-FX
- 9 • Youngevity Beyond Osteo-fx Tropical Vanilla Flavor
- 10 • Pure3x Designer Beverage Club tazza di vita
- 11 • Youngevity Beyond Osteo-fx Powder Tropical Vanilla Flavor

12 **1.2** ERC also alleges that other products manufactured by R-Garden Inc., which
 13 YOUNGEVITY never manufactured and which YOUNGEVITY has not distributed or sold for
 14 more than one year prior to the date on which ERC filed its Complaint, expose consumers to lead
 15 at a level requiring a Proposition 65 warning. These products (referred to hereinafter individually
 16 as a “R-Garden Product” or collectively as “R-Garden Products”) are:

- 17 • R-Garden Milk Thistle Formula (incorrectly referred to as “Youngevity R-Garden
- 18 Milk Thistle Formula”)
- 19 • R-Garden Inc. Memory Formula
- 20 • R-Garden Brown Seaweed Extract Formula (incorrectly referred to as
- 21 “Youngevity Brown Seaweed Extract Formula”)
- 22 • R-Garden Inc. Herbal Blends Female Hormone System
- 23 • R-Garden Green Energy Plus (incorrectly referred to as “Youngevity R-Garden
- 24 Green Energy Plus”)
- 25 • R-Garden Herbal Blends Eyes System
- 26 • R-Garden Herbal Blends Immune Fungi System

- 1 • R-Garden Herbal Blends Liver Gallbladder System
- 2 • R-Garden Inc. Bowel Toner
- 3 • R-Garden Inc. Herbal Blends Thyroid System
- 4 • R-Garden Inc. Herbal Blends Respiratory Lung
- 5 • R-Garden Inc. Sun Energy

6 **1.3** ERC also alleged in its May 17, 2013 Notice of Violation, which was served
7 on the California Attorney General, other public enforcers, that the product “True2Life True
8 Kids” (referred to hereinafter as the “Other Noticed Product”) contains lead at a level that
9 requires a Proposition 65 Warning, but ERC made no allegations concerning the Other Noticed
10 Product in either its Complaint or its Amended Complaint.

11 **1.4** ERC is a California non-profit corporation dedicated to, among other causes,
12 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
13 and toxic chemicals, facilitating a safe environment for consumers and employees, and
14 encouraging corporate responsibility.

15 **1.5** YOUNGEVITY INTERNATIONAL, INC. is a Delaware corporation that is
16 dedicated to promoting health and wellness and that markets nutritional supplements and lifestyle
17 products and produces gourmet coffee. At all relevant times for the purpose of this Consent
18 Judgment, YOUNGEVITY INTERNATIONAL, INC. employed ten or more persons and
19 qualified as a “person in the course of business” within the meaning of Proposition 65.
20 YOUNGEVITY INTERNATIONAL, INC. manufactures, distributes and sells the Covered
21 Products.

22 **1.6** AL GLOBAL CORPORATION is a California corporation that is a wholly
23 owned subsidiary of YOUNGEVITY INTERNATIONAL, INC.

24 **1.7** ERC and YOUNGEVITY are referred to individually as a “Party” or
25 collectively as the “Parties.”

1 **1.8** The Amended Complaint is based on allegations contained in ERC’s Notices
2 of Violation dated May 17, 2013, September 13, 2013, and October 18, 2013, that were served
3 on the California Attorney General, other public enforcers, and YOUNGEVITY (“Notices”).
4 True and correct copies of the Notices are attached as Exhibit A and are hereby incorporated by
5 reference. More than 60 days have passed since the Notices were mailed and uploaded to the
6 Attorney General’s website, and no designated governmental entity has filed a complaint against
7 YOUNGEVITY with regard to the Covered Products or the alleged violations.

8 **1.9** ERC’s Notices and Amended Complaint allege that use of the Covered
9 Products exposes persons in California to lead without first providing clear and reasonable
10 warnings in violation of California Health and Safety Code section 25249.6. YOUNGEVITY
11 denies all material allegations contained in the Notices and Amended Complaint.

12 **1.10** The Parties have entered into this Consent Judgment in order to settle,
13 compromise and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing
14 in this Consent Judgment shall constitute or be construed as an admission by any of the Parties,
15 or by any of their respective officers, directors, shareholders, employees, agents, parent
16 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
17 distributors, wholesalers, or retailers. Except for the representations made above, nothing in this
18 Consent Judgment shall be construed as an admission by the Parties of any fact, issue of law, or
19 violation of law, nor shall compliance with this Consent Judgment be construed as an admission
20 by the Parties of any fact, issue of law, or violation of law, at any time, for any purpose.

21 **1.11** Except as expressly set forth herein, nothing in this Consent Judgment shall
22 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
23 other or future legal proceeding unrelated to these proceedings.

24 **1.12** The Effective Date of this Consent Judgment is the date on which it is entered
25 as a Judgment by this Court.

1 **2. JURISDICTION AND VENUE**

2 For purposes of this Consent Judgment and any further court action that may become
3 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
4 jurisdiction over the allegations of violations contained in the Amended Complaint, personal
5 jurisdiction over YOUNGEVITY as to the acts alleged in the Amended Complaint, that venue is
6 proper in Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a
7 full and final resolution of all claims up through and including the Effective Date which were or
8 could have been asserted in this action based on the facts alleged in the Notices and Amended
9 Complaint.

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

11 **3.1** Beginning on the Effective Date, subject to the sell through period described in
12 Section 3.5, YOUNGEVITY shall be permanently enjoined from manufacturing for sale in the
13 State of California, “Distributing into the State of California”, or directly selling in the State of
14 California, any Covered Product which exposes a person to a “Daily Lead Exposure Level” of
15 more than 0.5 micrograms per day of lead when the maximum suggested dose is taken as directed
16 on the Covered Product’s label, unless it meets the warning requirements under Section 3.2.

17 **3.1.1** As used in this Consent Judgment, the term “Distributing into the State of
18 California” shall mean to directly ship a Covered Product into California for sale in California or
19 to sell a Covered Product to a distributor that YOUNGEVITY knows will sell the Covered
20 Product in California.

21 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure Level”
22 shall be measured in micrograms, and shall be calculated using the following formula:
23 micrograms of lead per gram of product, multiplied by grams of product per serving of the
24 product (using the largest serving size appearing on the product label), multiplied by servings of
25 the product per day (using the largest number of servings in a recommended dosage appearing
26 on the product label), which equals micrograms of lead exposure per day.

1 For the purposes of determining the Daily Lead Exposure Level under this Consent
2 Judgment, Defendant shall be afforded the following naturally occurring allowances:

3 Table 3.1

Ingredient	Amount of lead (Pb) per gram of ingredient deemed naturally occurring
Calcium (elemental)	0.8 mcg Pb per gram of elemental calcium
Ferrous Fumarate	0.4 mcg Pb per gram of ferrous fumarate
Zinc Oxide	8.0 mcg Pb per gram of zinc oxide
Magnesium Oxide	0.4 mcg Pb per gram of magnesium oxide
Magnesium Carbonate	0.332 mcg Pb per gram of magnesium carbonate
Magnesium Hydroxide	0.4 mcg Pb per gram of magnesium hydroxide
Zinc Gluconate	0.8 mcg Pb per gram of zinc gluconate
Potassium Chloride	1.1 mcg Pb per gram of potassium chloride
Cocoa Powder	1.0 mcg Pb per gram of cocoa powder

15 YOUNGEVITY may only utilize the naturally occurring allowances listed in Table 3.1 if,
16 subject to Confidentiality, it supplies ERC with a list of the ingredients from Table 3.1 in the
17 product and the percentage of each ingredient contained in the Covered Product. This list shall
18 be provided once for each Covered Product for which YOUNGEVITY utilizes the naturally
19 occurring allowances within 15 days of any attempt to use the naturally occurring defense, and
20 YOUNGEVITY shall send a supplemental list in the event the Table 3.1 ingredient percentage
21 changes in the future. If, after receiving the ingredient list from YOUNGEVITY, ERC disputes
22 the amount of the ingredients from Table 3.1 in the Covered Product, YOUNGEVITY shall
23 provide ERC with a manufacturer’s declaration as to the specific ingredient at issue.

24 **3.2 Clear and Reasonable Warnings**

25 If YOUNGEVITY is required to provide a warning (“Warning”) pursuant to Section 3.1,
26 the following warning must be utilized:

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

3 YOUNGEVITY shall use the phrase “cancer and” in the Warning only if the maximum
4 daily dose recommended on the label contains more than 15 micrograms of lead as determined
5 pursuant to the quality control methodology set forth in Section 3.4. The word “lead” is
6 optional, as Proposition 65 permits, but does not require, the specific chemical to be identified.
7 The words “PROPOSITION 65” are also optional. No other statements about Proposition 65 or
8 lead may accompany the Warning. For illustrative purposes only, attached hereto as Exhibits B
9 and C are examples of warnings that provide an adequate warning under this Consent Judgment.

10 YOUNGEVITY shall provide the Warning on at least one of the following: 1) on the
11 container, cap, or label of each Covered Product; 2) on YOUNGEVITY checkout page on their
12 website for California consumers; 3) on YOUNGEVITY insert in boxes of Covered Products
13 shipped to California; or 4) on YOUNGEVITY packing list in boxes of Covered Products
14 shipped to California.

15 For a Warning appearing on the checkout page, insert, or packing list, YOUNGEVITY
16 shall identify with an asterisk (or some other identifying method) each product to which the
17 Warning applies and YOUNGEVITY shall not include a Warning that does not identify (with an
18 asterisk or some other identifying method) the product to which the Warning applies.

19 For a Warning appearing on the container, cap, or label of the Covered Product, the
20 Warning shall be securely affixed to or printed upon the container, cap, or label of the Covered
21 Product. The Warning shall be displayed with such conspicuousness, as compared with other
22 words, statements, or design of the label, container or cap, as applicable, to render the Warning
23 likely to be read and understood by an ordinary individual under customary conditions of
24 purchase or use of the product. The Warning appearing on the label, container, or cap shall be at
25 least the same size as the largest of any other health or safety warnings correspondingly

1 appearing on the label, container, or cap, as applicable, of such product, and the word
2 “WARNING” shall be in all capital letters and in bold print.

3 If YOUNGEVITY provides the Warning in an insert, YOUNGEVITY shall provide one
4 insert Warning for each Covered Product in a box or one insert warning that lists all of the
5 Covered Products in the box. The insert Warning will be a minimum of 5 inches x 7 inches. If
6 YOUNGEVITY provides the Warning in a packing list, the packing list shall identify each
7 Covered Product with an asterisk, and the Warning must be present on the front of the packing
8 list. If a Warning is provided in an insert or packing list, the Covered Products may be returned
9 by the consumer for a refund within 30 days of the invoice date if the consumer references the
10 Warning as a reason for the return. If YOUNGEVITY provides the Warning in an insert, the
11 Warning must be present on the front of the insert.

12 **3.3 Reformulated Covered Products**

13 A Reformulated Covered Product is one for which the Daily Lead Exposure Level when the
14 maximum suggested dose is taken as directed on the Reformulated Covered Product’s label,
15 contains no more than 0.5 micrograms of lead per day as determined by the quality control
16 methodology described in Section 3.4, excluding the naturally occurring lead allowances listed in
17 Table 3.1. Reformulated Products are not subject to the warning requirements of Section 3.2.

18 **3.4 Testing and Quality Control Methodology**

19 **3.4.1** All testing pursuant to this Consent Judgment shall be performed using a
20 laboratory method that complies with the performance and quality control factors appropriate for
21 the method used, including limit of detection, qualification, accuracy, and precision that meets
22 the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a
23 limit of quantification of less than or equal to 0.010 mg/kg or any other testing method
24 subsequently agreed upon in writing by the Parties.

25 **3.4.2** All testing pursuant to this Consent Judgment shall be performed by an
26 independent third-party laboratory certified by the California Environmental Laboratory

1 Accreditation Program or an independent third-party laboratory that is registered with the United
2 States Food & Drug Administration. Nothing in this Consent Judgment shall limit
3 YOUNGEVITY's ability to conduct, or require that others conduct, additional testing of the
4 Covered Products, including the raw materials used in their manufacture.

5 **3.4.3** At its option, YOUNGEVITY may designate any Covered Product as a
6 Reformulated Covered Product and elect to remove the warnings otherwise required by this
7 Consent Judgment if the Covered Product at issue does not expose a person to a Daily Lead
8 Exposure Level of more than 0.5 micrograms per day, as defined in section 3.1 above.
9 YOUNGEVITY may elect to remove the warnings from the Reformulated Covered Product(s)
10 when it is satisfied that no warnings are required. YOUNGEVITY shall engage in ongoing
11 testing as set forth below, but may elect to remove warnings prior to the completion of the three-
12 year testing protocol if it is satisfied that no warnings are required under the terms of this Consent
13 Judgment. Upon YOUNGEVITY's election to remove the warning, YOUNGEVITY shall
14 arrange for lead testing of the Reformulated Covered Product at issue by arranging for testing of
15 three randomly selected samples of the Reformulated Covered Product, in the form intended for sale
16 to the end-user, which YOUNGEVITY intends to sell or is manufacturing for sale in California,
17 directly selling to a consumer in California or "Distributing into California." Calculations for
18 determining whether a warning is or is not required shall be based on section 3.1.2. of this agreement
19 minus any allowances from Table 3.1 YOUNGEVITY agrees to conduct this testing protocol a
20 total of three times, over three consecutive years. YOUNGEVITY need not provide the test
21 results to ERC unless ERC requests the test results in writing, in which case YOUNGEVITY
22 shall provide the requested test results to ERC in writing within ten (10) business days. If tests
23 conducted pursuant to this Section confirm that no warning was required for a Reformulated
24 Covered Product during each of the three (3) consecutive years, then the testing requirements of
25 this Section will no longer be required as to that Reformulated Covered Product. However, if
26 YOUNGEVITY changes ingredient suppliers for any of the Covered Products and/or

1 reformulates any of the Covered Products, YOUNGEVITY shall test that Covered Product at
2 least once after such change is made. The testing requirements discussed in Section 3.4 are not
3 applicable to any Covered Product for which YOUNGEVITY has provided the warning as
4 specified in Section 3.2.

5 **3.5 Sell Through Period.**

6 Notwithstanding anything else in this Consent Judgment, YOUNGEVITY's Covered
7 Products that were manufactured prior to the Effective Date shall be subject to the release of
8 liability pursuant to Section 8 of this Consent Judgment, without regard to when such Covered
9 Products were, or are in the future, distributed or sold to consumers. As a result, the obligations
10 of YOUNGEVITY as set forth in this Consent Judgment, including but not limited to Section 3,
11 do not apply to these products manufactured prior to the Effective Date. Within no more than
12 ten (10) days of the Effective Date, YOUNGEVITY will provide ERC with the final lot numbers
13 of Covered Products manufactured before the Effective Date.

14 **4. SETTLEMENT PAYMENT**

15 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil penalties,
16 attorney's fees, and costs, YOUNGEVITY shall make a total payment of \$410,000.00, ("Total
17 Settlement Amount"), payable in twelve (12) monthly installments to ERC. Specifically,
18 YOUNGEVITY shall make eleven (11) monthly payments of \$34,166.66 each and one (1) final
19 monthly payment of \$34,166.74, with the first payment due on the first of the month following
20 Court approval of this Consent Judgment and the remaining payments due on the first day of
21 each of the following months until the Total Settlement Amount is paid. YOUNGEVITY shall
22 make these payments by wire transfer to ERC's escrow account, for which ERC will give
23 YOUNGEVITY the necessary account information. The Total Settlement Amount shall be
24 apportioned as follows:

25 **4.2** \$90,000.00 shall be considered a civil penalty pursuant to California Health and
26 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$67,500.00) of the civil penalty to the Office

1 of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe Drinking Water
2 and Toxic Enforcement Fund in accordance with California Health and Safety Code
3 §25249.12(c). ERC will retain the remaining 25% (\$22,500.00) of the civil penalty.

4 **4.3** \$19,043.29 shall be distributed to Environmental Research Center as
5 reimbursement to ERC for reasonable costs incurred in bringing this action; and \$60,255.49 shall
6 be distributed to Environmental Research Center in lieu of further civil penalties, for the day-to-
7 day business activities such as (1) continued enforcement of Proposition 65, which includes
8 work, analyzing, researching and testing consumer products that may contain Proposition 65
9 chemicals, focusing on the same or similar type of ingestible products that are the subject matter
10 of the current action; (2) the continued monitoring of past consent judgments and settlements to
11 ensure companies are in compliance with Proposition 65; and (3) giving a donation of \$3,000.00
12 to the Global Community Monitor to address reducing toxic chemical exposures in California.

13 **4.4** \$180,000.00 shall be distributed to Lozeau|Drury LLP as reimbursement of
14 ERC’s attorney’s fees, while \$60,701.22 shall be distributed to ERC for its in-house legal fees.

15 **5. MODIFICATION OF CONSENT JUDGMENT**

16 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
17 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
18 judgment.

19 **5.2** If YOUNGEVITY seeks to modify this Consent Judgment under Section 5.1, then
20 YOUNGEVITY must provide written notice to ERC of its intent (“Notice of Intent”). If ERC
21 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC
22 must provide written notice to YOUNGEVITY within thirty days of receiving the Notice of
23 Intent. If ERC notifies YOUNGEVITY in a timely manner of ERC’s intent to meet and confer,
24 then the Parties shall meet and confer in good faith as required in this Section. The Parties shall
25 meet in person or via telephone within thirty (30) days of ERC’s notification of its intent to meet
26 and confer. Within thirty days of such meeting, if ERC disputes the proposed modification, ERC

1 shall provide to YOUNGEVITY a written basis for its position. The Parties shall continue to
2 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes.
3 Should it become necessary, the Parties may agree in writing to different deadlines for the meet-
4 and-confer period.

5 **5.3** In the event that YOUNGEVITY initiates or otherwise requests a modification
6 under Section 5.1 for its primary benefit, and the meet and confer process leads to a joint motion
7 or joint-application of the Consent Judgment at YOUNGEVITY’s request, then YOUNGEVITY
8 shall reimburse ERC its costs and reasonable attorney’s fees for the time spent in the meet-and-
9 confer process and filing and arguing the motion or application, provided that ERC must inform
10 YOUNGEVITY of its anticipated attorney’s fees and costs prior to any such motion or
11 application. ERC, however, agrees that, since it would not be opposing YOUNGEVITY’s
12 motion and/or application in such a court proceeding, it will seek minimize its attorneys’ fees
13 and costs during such a proceeding. ERC also agrees to meet and confer with YOUNGEVITY
14 in the event that YOUNGEVITY requests a conference to discuss ERC’s anticipated attorneys’
15 fees and costs.

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

23 ///

1 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
2 **JUDGMENT**

3 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
4 this Consent Judgment.

5 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
6 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
7 inform YOUNGEVITY in a reasonably prompt manner of its test results, including information
8 sufficient to permit YOUNGEVITY to identify the Covered Products at issue. YOUNGEVITY
9 shall, within forty five (45) days following such notice (“YOUNGEVITY’s EVALUATION
10 PERIOD”), provide ERC with any information, including testing information, from an
11 independent third-party laboratory meeting the requirements of Sections 3.4.1 and 3.4.2,
12 demonstrating YOUNGEVITY’s compliance with the Consent Judgment, if warranted. The
13 Parties shall first attempt in good faith to resolve the matter prior to ERC taking any further legal
14 action. If the Parties are unable to informally resolve their dispute after good faith efforts, then
15 either Party may seek enforcement of this Consent Judgment from the Court. The prevailing
16 Party in any such enforcement action shall be entitled to its reasonable attorney’s fees and costs
17 as determined by the Court.

18 **6.3** Should there be an amendment to Proposition 65 or should OEHHA promulgate
19 regulations that establish a Maximum Allowable Dose Level (“MADL”) of lead that is more or
20 less stringent than 0.5 micrograms per day, this Consent Judgment shall be deemed modified on
21 the date the amendment becomes final to incorporate the new standard, provided however, such
22 time period shall be extended to include the completion through final appeal of timely filed legal
23 challenges. The new MADL shall thereafter replace the references in this Consent Judgment to
24 0.5 micrograms.

25 **7. APPLICATION OF CONSENT JUDGMENT**

26 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
27

1 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
2 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
3 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
4 application to Covered Products which are distributed or sold exclusively outside the State of
5 California and which are not used by California consumers.

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

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

24 **8.2.** ERC on its own behalf only, on one hand, and YOUNGEVITY on its own behalf
25 only, on the other, further waive and release any and all claims they may have against each other
26 for all actions or statements made or undertaken in the course of seeking or opposing enforcement

1 of Proposition 65 in connection with the Notices or Amended Complaint up through and including
2 the Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's
3 right to seek to enforce the terms of this Consent Judgment.

4 **8.3.** It is possible that other claims not known to the Parties arising out of the facts
5 alleged in the Notices or the Amended Complaint and relating to the Covered Products or the R-
6 Garden Products or the Other Noticed Product will develop or be discovered. ERC on behalf of
7 itself only, on one hand, and YOUNGEVITY, on the other hand, acknowledge that this Consent
8 Judgment is expressly intended to cover and include all such claims up through the Effective
9 Date, including all rights of action therefore. ERC and YOUNGEVITY acknowledge that the
10 claims released in Sections 8.1 and 8.2 above may include unknown claims, and nevertheless
11 waive California Civil Code section 1542 as to any such unknown claims. California Civil Code
12 section 1542 reads as follows:

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

18 ERC on behalf of itself only, on the one hand, and YOUNGEVITY, on the other hand,
19 acknowledge and understand the significance and consequences of this specific waiver of
20 California Civil Code section 1542.

21 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to constitute
22 compliance with Proposition 65 by any releasee regarding alleged exposures to lead in the
23 Covered Products as set forth in the Notices and the Amended Complaint.

24 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
25 environmental exposures arising under Proposition 65, nor shall it apply to any of Youngevity's
26 products other than the Covered Products.

27 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

28 In the event that any of the provisions of this Consent Judgment are held by a court to be

unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

10. GOVERNING LAW

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

11. PROVISION OF NOTICE

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

FOR ENVIRONMENTAL RESEARCH CENTER:

Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Tel: (619) 500-3090
Email: chris_erc501c3@yahoo.com

With a copy to:

Richard Drury
Rebecca L. Davis
LOZEAU|DRURY LLP
410 12th Street, Suite 250
Oakland, CA 94607
Telephone: (510) 836-4200
Email: Richard@lozeaudrury.com

FOR YOUNGEVITY:

Youngevity International
Attn: Steve Wallach
2400 Boswell Rd.
Chula Vista, CA 91914

1 With a copy to:

2 Daniel B. Chammas
3 VENABLE LLP
4 2049 Century Park East, Suite 2100
5 Los Angeles, CA 90067
6 Telephone: (310) 229-9900
7 Email: dchammas@venable.com

8 **12. COURT APPROVAL**

9 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
10 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
11 Consent Judgment.

12 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
13 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
14 prior to the hearing on the motion.

15 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void
16 and have no force or effect.

17 **13. EXECUTION AND COUNTERPARTS**

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

21 **14. DRAFTING**

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

1 resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such
2 a good faith attempt to resolve the dispute beforehand. In the event an action or motion is filed,
3 however, the prevailing party may seek to recover costs and reasonable attorney's fees. As used in
4 the preceding sentence, the term "prevailing party" means a party who is successful in obtaining
5 relief more favorable to it than the relief that the other party was amenable to providing during the
6 Parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

7 **16. ENTIRE AGREEMENT, AUTHORIZATION**

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

14 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
15 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly
16 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 regarding
21 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
23 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
24 been 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
26 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

1 **IT IS SO STIPULATED:**

2 Dated: _____, 2015

ENVIRONMENTAL RESEARCH
CENTER

3
4 By: _____
Chris Heptinstall, Executive Director

5
6 Dated: _____, 2015

AL GLOBAL CORPORATION

7
8 By: _____
Its:

9
10 Dated: _____, 2015

YOUNGEVITY INTERNATIONAL, INC.

11
12 By: _____
Its:

13 **APPROVED AS TO FORM:**

14 Dated: _____, 2015

LOZEAU|DRURY LLP

15
16 By: _____
Richard Drury
Rebecca Davis
Attorneys for Plaintiff Environmental
Research Center

17
18
19 Dated: _____, 2015

VENABLE LLP

20
21 By: _____
Daniel B. Chammas
Attorney for Defendants
Al Global Corporation,
Youngevity International, Inc.,
Al International, Inc. Which Will Do
Business in California as Youngevity
Al International, Inc. dba Youngevity, Al
International, Inc.

22
23
24
25
26 **ORDER AND JUDGMENT**

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

3 IT IS SO ORDERED, ADJUDGED AND DECREED.

4 Dated: _____, 2015

Judge of the Superior Court

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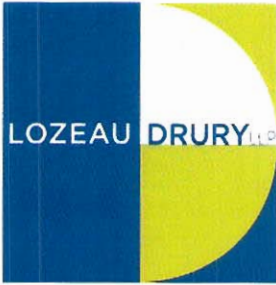
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27

28

EXHIBIT A



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
AL Global Corporation
2400 Boswell Road
Chula Vista, CA 91914

Ned Ardagna
(AL Global Corporation's
Registered Agent for Service of Process)
571 Third Avenue
Chula Vista, CA 91910

VIA PRIORITY MAIL

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

VIA ONLINE SUBMISSION

Office of the California Attorney General

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 name of the Company covered by this notice that violated Proposition 65 (hereinafter the "Violator") is:

AL Global Corporation

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

Healing The Globe Scarlar Enhanced Detoxal 21 – Lead
Livinity Livin Slim Plus – Lead
Livinity Stress-ese Plus – Lead
Youngevity R-Garden Milk Thistle Formula – Lead
R-Garden Inc. Memory Formula – Lead
Youngevity R-Garden Brown Seaweed Extract Formula – Lead
R-Garden Inc. Herbal Blends Female Hormone System – Lead
Youngevity R-Garden Green Energy Plus – Lead
R-Garden Inc. Herbal Blends Eyes System – Lead
R-Garden Inc. Herbal Blends Immune Fungi System – Lead
R-Garden Inc. Herbal Blends Liver Gallbladder System – Lead
R-Garden Inc. Bowel Toner – Lead
R-Garden Inc. Herbal Blends Thyroid System – Lead
R-Garden Inc. Herbal Blends Respiratory Lung – Lead
R-Garden Inc. Sun Energy – Lead
Youngevity Premium Women’s Hormonal Balancer – Lead
Ancient Legacy Ocean’s Gold – Lead
Scalar Core International Scalar Enhanced Colon Activator – Lead
Youngevity A J.D. Wallach Corporation D’Tox FX – Lead
Healing The Globe Reshape America Ameri Trim – Lead
Youngevity Ultimate Youth – Lead
Youngevity Slender FX Meal Replacement Shake Vanilla – Lead
Youngevity Slender FX Meal Replacement Shake Chocolate – Lead
True2Life Fast Food Chocolate – Lead
True2Life Fast Food Vanilla – Lead
True2Life True Cleanse – Lead
True2Life True Kids – Lead
Youngevity A J.D. Wallach Corporation Majestic Earth Ultimate Osteo-FX – 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.

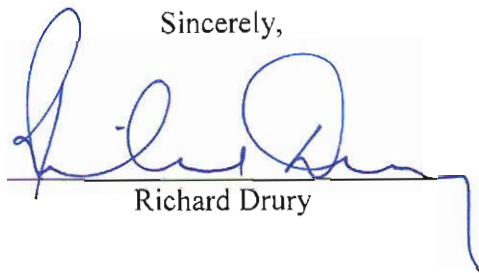
This letter is a notice to the Violator and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violator currently known to ERC from the information now available. ERC may continue 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 the Violator.

The Violator has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemical, lead. 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 lead 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 lead. The method of warning should be a warning that appears on the product's label. The Violator violated Proposition 65 because it failed to provide an appropriate warning to persons using and/or handling these products that they are being exposed to lead. Each of these ongoing violations has occurred on every day since May 17, 2010, 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 the Violator agrees in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to lead; 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 chemical and expensive and time-consuming litigation.

ERC's Executive Director is Chris Heptinstall, and it 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,

A handwritten signature in blue ink, appearing to read "Richard Drury", is written over a horizontal line. The signature is fluid and cursive.

Richard Drury

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to AL Global Corporation and its Registered Agent for Service of Process only)

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

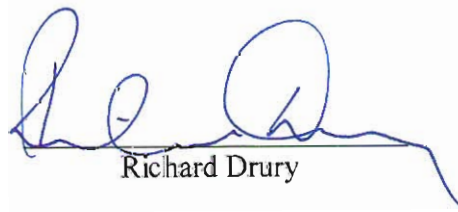
CERTIFICATE OF MERIT

**Re: Environmental Research Center's Notice of Proposition 65 Violations by
AL Global Corporation**

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 violator 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 17, 2013



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 May 17, 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:

Current CEO or President
AL Global Corporation
2400 Boswell Road
Chula Vista, CA 91914


Ned Ardagna
(AL Global Corporation's
Registered Agent for Service of Process)
571 Third Avenue
Chula Vista, CA 91910

On May 17, 2013, 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 17, 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 May 17, 2013, in Fort Oglethorpe, Georgia.


Rebecca Turner-Smith

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

May 17, 2013

Page 6

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 1800 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	



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
AL Global Corporation
2400 Boswell Road
Chula Vista, CA 91914

Ned Ardagna
(AL Global Corporation's
Registered Agent for Service of Process)
571 Third Avenue
Chula Vista, CA 91910

VIA PRIORITY MAIL

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

VIA ONLINE SUBMISSION

Office of the California Attorney General

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 name of the Company covered by this notice that violated Proposition 65 (hereinafter the "Violator") is:

AL Global Corporation

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

Youngevity Beyond Osteo-fx Tropical Vanilla Flavor - Lead
Pure3x Designer Beverage Club tazza di vita - Lead
Youngevity Beyond Osteo-fx Powder Tropical Vanilla Flavor - 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.

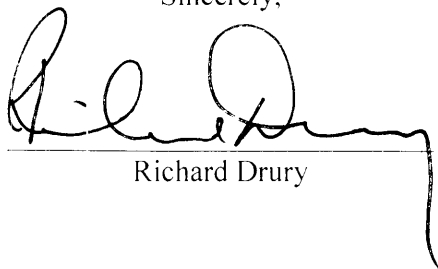
This letter is a notice to the Violator and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violator currently known to ERC from the information now available. ERC may continue 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 the Violator.

The Violator has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemical, lead. 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 lead 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 lead. The method of warning should be a warning that appears on the product's label. The Violator violated Proposition 65 because it failed to provide an appropriate warning to persons using and/or handling these products that they are being exposed to lead. Each of these ongoing violations has occurred on every day since September 13, 2010, 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 the Violator agrees in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to lead; 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,

A handwritten signature in black ink, appearing to read "Richard Drury", is written over a horizontal line. The signature is cursive and somewhat stylized, with a long vertical stroke extending downwards from the end of the line.

Richard Drury

Attachments

- Certificate of Merit
- Certificate of Service
- OEHHA Summary (to AL Global Corporation and its Registered Agent for Service of Process only)
- Additional Supporting Information for Certificate of Merit (to AG only)

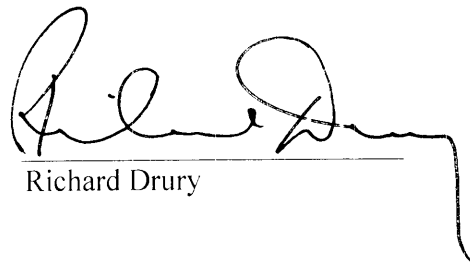
CERTIFICATE OF MERIT

**Re: Environmental Research Center's Notice of Proposition 65 Violations by
AL Global Corporation**

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

Dated: September 13, 2013


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 September 13, 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 party listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current CEO or President
AL Global Corporation
2400 Boswell Road
Chula Vista, CA 91914

Ned Ardagna
(AL Global Corporation’s
Registered Agent for Service of Process)
571 Third Avenue
Chula Vista, CA 91910

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

On September 13, 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 with the U.S. Postal Service with the postage fully prepaid for delivery by Priority Mail.

Executed on September 13, 2013, in Fort Oglethorpe, Georgia.



Tiffany Capehart

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

September 13, 2013

Page 6

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 1800 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 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
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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
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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	
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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	
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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	



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
Youngevity International, Inc.
2400 Boswell Road
Chula Vista, CA 91914

Current CEO or President
AL International, Inc.
2400 Boswell Road
Chula Vista, CA 91914

Current CEO or President
AL International, Inc. dba Youngevity
2400 Boswell Road
Chula Vista, CA 91914

Current CEO or President
AL International, Inc.
2525 E Lincoln Avenue
Anaheim, CA 92806

CT Corporation System
(AL International, Inc. dba Youngevity's
Registered Agent for Service of Process)
818 West Seventh Street
Los Angeles, CA 90017

Albraa Almubiad
(AL International, Inc.'s
Registered Agent for Service of Process)
2525 East Lincoln Avenue
Anaheim, CA 92806

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

VIA ONLINE SUBMISSION

Office of the California Attorney General

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:

**AL International, Inc.
AL International, Inc. dba Youngevity
Youngevity International, Inc.**

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

**Healing The Globe Scarlar Enhanced Detoxal 21 - Lead
Livinity Livin Slim Plus - Lead
Livinity Stress-ese Plus - Lead
Youngevity R-Garden Milk Thistle Formula - Lead
R-Garden Inc. Memory Formula - Lead
Youngevity R-Garden Brown Seaweed Extract Formula - Lead
R-Garden Inc. Herbal Blends Female Hormone System - Lead
Youngevity R-Garden Green Energy Plus - Lead
R-Garden Inc. Herbal Blends Eyes System - Lead
R-Garden Inc. Herbal Blends Immune Fungi System - Lead
R-Garden Inc. Herbal Blends Liver Gallbladder System - Lead
R-Garden Inc. Bowel Toner - Lead
R-Garden Inc. Herbal Blends Thyroid System - Lead
R-Garden Inc. Sun Energy - Lead
Youngevity Premium Women’s Hormonal Balancer - Lead
Ancient Legacy Ocean’s Gold - Lead
Scalar Core International Scalar Enhanced Colon Activator - Lead
Youngevity A J.D. Wallach Corporation D’Tox FX - Lead
Healing The Globe Reshape America Ameri Trim - Lead
Youngevity Ultimate Youth - Lead**

Youngevity Slender FX Meal Replacement Shake Vanilla - Lead
Youngevity Slender FX Meal Replacement Shake Chocolate - Lead
True2Life Fast Food Chocolate - Lead
True2Life Fast Food Vanilla – Lead
True2Life True Cleanse - Lead
Youngevity A J.D. Wallach Corporation Majestic Earth Ultimate Osteo-FX – Lead
Youngevity Beyond Osteo-fx Tropical Vanilla Flavor – Lead
R-Garden Inc. Herbal Blends Respiratory Lung - Lead
Pure3x Designer Beverage Club tazza di vita - Lead
Youngevity Beyond Osteo-fx Powder Tropical Vanilla Flavor - 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 chemical, lead. 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 lead 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 lead. 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 lead. Each of these ongoing violations has occurred on every day since October 18, 2010, 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

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

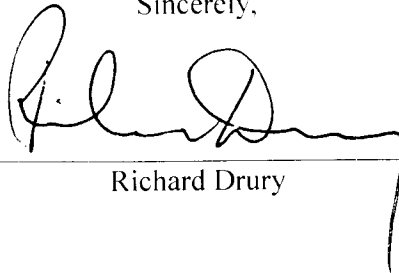
October 18, 2013

Page 4

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,

A handwritten signature in black ink, appearing to read "Richard Drury", is written over a horizontal line. The signature is cursive and somewhat stylized.

Richard Drury

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to AL International, Inc., AL International, Inc. dba Youngevity, Youngevity International, Inc., and their Registered Agents for Service of Process only)

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

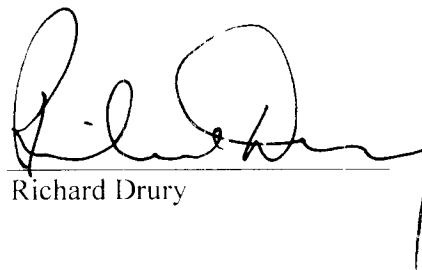
CERTIFICATE OF MERIT

**Re: Environmental Research Center's Notice of Proposition 65 Violations by
AL International, Inc., AL International, Inc. dba Youngevity, and
Youngevity International, Inc.**

I, Richard Drury, declare:

1. This Certificate of Merit accompanies the attached sixty-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 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 18, 2013


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 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 party listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current CEO or President
Youngevity International, Inc.
2400 Boswell Road
Chula Vista, CA 91914

CT Corporation System
(AL International, Inc. dba Youngevity’s
Registered Agent for Service of Process)
818 West Seventh Street
Los Angeles, CA 90017

Current CEO or President
AL International, Inc.
2400 Boswell Road
Chula Vista, CA 91914

Albraa Almubiad
(AL International, Inc.’s
Registered Agent for Service of Process)
2525 East Lincoln Avenue
Anaheim, CA 92806

Current CEO or President
AL International, Inc. dba Youngevity
2400 Boswell Road
Chula Vista, CA 91914

Corporation Trust Company
(Youngevity International, Inc.’s
Registered Agent for Service of Process)

Current CEO or President
AL International, Inc.
2525 E Lincoln Avenue
Anaheim, CA 92806

Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

On October 18, 2013, 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

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

October 18, 2013

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On October 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 with the U.S. Postal Service with the postage fully prepaid for delivery by First Class Mail.

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

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

Tiffany Capehart

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

October 18, 2013

Page 8

Service List

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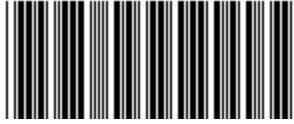
EXHIBIT B

Youngevity USA
2400 Boswell Road
Chula Vista, CA 91914
800.982.3189
Fax: 619.934.3205

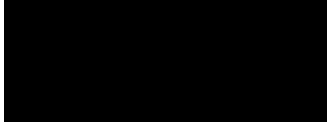
Youngevity

Date: 6/8/2015

Pick List



Sold To:



Ship To:



LOS ANGELES CA 90043
UNITED STATES

Shipment #	Shipment Date	Sales Order	Ship Via	Market
1347455	1/16/2014	23512342	USPS Priority Mail	Replicated Site

Location	Qty	Item	Description	Price
		90102	Preferred Customer Kit	
FLR1L01C06	1 *	USYG103210	Beyond Osteo FX 32oz Liquid	42.00
		TAX	Sales Tax	4.37
		SHIPPINGFEE	Shipping Charges	6.50

Total: 52.87

USPS Priority Mail

23512342



LOS ANGELES CA 90043
UNITED STATES

BV Total - This Order = 37.5

In accordance with the Refund policy, no refunds are given or offered after 30 days from the date product is received by the customer. All requests for an RMA (Returned Merchandise Authorization) must be received by telephone to Youngevity. After Youngevity receives returned merchandise, a credit will be issued within 7-14 business days.

** All sales on food items are final including chocolates.

*WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. More information is available at https://buyygy.com/90forlifestore/en/t/Prop65_Whats_This

EXHIBIT C

Street : sdfgs

Street 2:

City: fsdgsdf

State: CA

Postal Code: 03038

Country:

Sub Total:	\$125.00
Shipping:	\$10.00
Tax:	\$0.00
Total:	\$135.00

I agree with the terms of service and I adhere to them unconditionally

Prop 65 Warnings for California Residents

[What's This?](#)

2.0 Healthy Body Start Pak™

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

PLACE ORDER

Order summary

Remove :