

1 Michael Freund SBN 99687
2 Ryan Hoffman SBN 283297
3 Michael Freund & Associates
4 1919 Addison Street, Suite 105
5 Berkeley, CA 94704
6 Telephone: (510) 540-1992
7 Facsimile: (510) 540-5543

8 Attorneys for Plaintiff
9 ENVIRONMENTAL RESEARCH CENTER

10 George C. Salmas, Esq. (SBN 62616)
11 The Food Lawyers
12 1880 Century Park East, Suite 611
13 Los Angeles, CA 90067
14 Telephone: (310) 556-0721
15 Facsimile: (310) 788-8923

16 Attorney for Defendant
17 PROFESSIONAL COMPOUNDING CENTERS
18 OF AMERICA, INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ENVIRONMENTAL RESEARCH
CENTER, a California non-profit
corporation,

Plaintiff,

vs.

PROFESSIONAL COMPOUNDING
CENTERS OF AMERICA, INC. dba
WELLNESS WORKS and DOES 1-100

Defendants.

CASE NO. RG14724957

[PROPOSED] STIPULATED
CONSENT JUDGMENT; [PROPOSED]
ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: May 9, 2014
Trial Date: None set

1. INTRODUCTION

1.1 On May 9, 2014, Plaintiff Environmental Research Center (“ERC”), a non-profit corporation, as a private enforcer, and in the public interest, initiated this action by filing

1 a Complaint for Injunctive and Declaratory relief and Civil Penalties (the "Complaint")
2 pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.
3 ("Proposition 65"), against Professional Compounding Centers of America, Inc. dba Wellness
4 Works and DOES 1-100 (collectively "PCCA"). In this action, ERC alleges that the products
5 manufactured, distributed or sold by PCCA, as more fully described below, contain lead, a
6 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and that such
7 products expose consumers at a level requiring a Proposition 65 warning. These "Covered
8 Products" are "Custom Prescriptions of Lancaster LLC Thyro Support", "Custom Prescriptions
9 of Lancaster LLC Testo Support", "Custom Prescriptions of Lancaster LLC Estro Support",
10 "Custom Prescriptions of Lancaster LLC Detox Support", and "Custom Prescriptions of
11 Lancaster LLC Ultra Joint Forte". ERC and PCCA are referred to individually as a "Party" or
12 collectively as the "Parties."

13
14 **1.2** ERC is a California non-profit corporation dedicated to, among other causes,
15 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
16 and toxic chemicals, facilitating a safe environment for consumers and employees, and
17 encouraging corporate responsibility.

18 **1.3** PCCA is a business entity that employs ten (10) or more persons. PCCA
19 arranges the manufacture, distribution and sale of the Covered Products.

20 **1.4** The Complaint is based on allegations contained in ERC's Notice of Violation,
21 dated September 13, 2013, that was served on the California Attorney General, other public
22 enforcers, and PCCA. A true and correct copy of the Notice of Violation is attached as Exhibit
23 A. More than 60 days have passed since the Notice of Violation was mailed, and no designated
24 governmental entity has filed a complaint against PCCA with regard to the Covered Products or
25 the alleged violations.

26 **1.5** ERC's Notice of Violation and the Complaint allege that use of the Covered
27 Products exposes persons in California to lead without first providing clear and reasonable
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1 warnings in violation of California Health and Safety Code section 25249.6. PCCA denies all
2 material allegations contained in the Notice of Violation and Complaint and specifically denies
3 that the Covered Products required a Proposition 65 warning or otherwise caused harm to any
4 person.

5 **1.6** The Parties have entered into this Consent Judgment in order to settle,
6 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
7 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
8 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
9 parent companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,
10 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
11 this Consent Judgment shall be construed as an admission by PCCA or ERC of any fact, issue
12 of law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
13 admission by PCCA or ERC of any fact, issue of law, or violation of law, at any time, for any
14 purpose.
15

16 **1.7** Except as expressly set forth herein, nothing in this Consent Judgment shall
17 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
18 other or future legal proceeding unrelated to these proceedings.

19 **1.8** The Effective Date of this Consent Judgment is the date on which it is entered as
20 a Judgment by this Court.

21 **2. JURISDICTION AND VENUE**

22 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
23 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
24 over PCCA as to the acts alleged in the Complaint, that venue is proper in Alameda County, and
25 that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all
26 claims which were or could have been asserted in this action based on the facts alleged in the
27 Notice of Violation and the Complaint.
28

1 **3. INJUNCTIVE RELIEF AND WARNINGS**

2 **3.1** Beginning on the Effective Date, PCCA shall not manufacture for sale in the
3 State of California, distribute into the State of California¹, or directly sell in the State of
4 California, any Covered Products which expose a person to a daily dose of lead more than 0.5
5 micrograms per day when the maximum suggested dose is taken as directed on the Covered
6 Product's label, unless each such unit of the Covered Product meets the warning requirements
7 under Section 3.2.

8 **3.2 Clear and Reasonable Warnings**

9 If PCCA provides a warning for Covered Products pursuant to Section 3.1, PCCA must
10 provide the following warning:

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

13
14
15 PCCA shall use the term "cancer" in the warning only if the maximum daily dose recommended
16 on the label contains more than 15 micrograms of lead

17 PCCA shall provide the warning on the following: 1) on PCCA's products in locations
18 where noticed products are sold in California. The warning appearing on the label or container
19 shall be at least the same size as the largest of any other health or safety warnings correspondingly
20 appearing on the label or container, as applicable, or such product, and the word "WARNING"
21 shall be in all capital letters and in bold print. No other statements about Proposition 65 or lead
22 may accompany the warning. PCCA shall not provide any general or "blanket" warning regarding
23 Proposition 65.
24
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26
27 ¹ 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 PCCA knows will sell the Covered Product in California.

1
2 PCCA must display the above warning with such conspicuousness, as compared with
3 other words, statements, or design of the label or container, as applicable, to render the warning
4 likely to be read and understood by an ordinary individual under customary conditions of purchase
5 or use of the product.
6

7 **4. SETTLEMENT PAYMENT**

8 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
9 penalties, attorney's fees, and costs, PCCA shall make a total payment of \$30,500.00 to ERC
10 within five (5) days of the Effective Date. PCCA shall make this payment by wire transfer to
11 ERC's escrow account, for which ERC will give PCCA the necessary account information.
12 Said payment shall be for the following:

13 **4.2** \$5,000.00 shall be payable as civil penalties pursuant to California Health and
14 Safety Code section 25249.7(b)(1). Of this amount, \$3,750.00 shall be payable to the Office of
15 Environmental Health Hazard Assessment ("OEHHA") and \$1,250.00 shall be payable to
16 Environmental Research Center. California Health and Safety Code section 25249.12(c)(1) &
17 (d). PCCA shall send both civil penalty payments to ERC's counsel who will be responsible
18 for forwarding the civil penalty.
19

20 **4.3** \$17,687.50 shall be payable to Environmental Research Center as
21 reimbursement to ERC for (A) reasonable costs associated with the enforcement of Proposition
22 65 and other costs incurred as a result of work in bringing this action.

23 **4.4** \$2,880.00 shall be payable to Michael Freund as reimbursement of ERC's
24 attorney's fees and \$4,932.50 shall be payable to Ryan Hoffman as reimbursement of ERC's
25 attorney's fees.
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1 **5. MODIFICATION OF CONSENT JUDGMENT**

2 **5.1** This Consent Judgment may be modified only (i) by written stipulation of the
3 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified Consent
4 Judgment.

5 **5.2** If PCCA seeks to modify this Consent Judgment under Section 5.1, then
6 PCCA must provide written notice to ERC of its intent (“Notice of Intent”). If ERC seeks to
7 meet and confer regarding the proposed modification in the Notice of Intent, then ERC must
8 provide written notice to PCCA within thirty days of receiving the Notice of Intent. If ERC
9 notifies PCCA in a timely manner of ERC’s intent to meet and confer, then the Parties shall
10 meet and confer in good faith as required in this Section. The Parties shall meet in person
11 within thirty (30) days of ERC’s notification of its intent to meet and confer. Within thirty days
12 of such meeting, if ERC disputes the proposed modification, ERC shall provide to PCCA a
13 written basis for its position. The Parties shall continue to meet and confer for an additional
14 thirty (30) days in an effort to resolve any remaining disputes. The Parties may agree in writing
15 to different deadlines for the meet-and-confer period.
16

17 **5.3** In the event that PCCA initiates or otherwise requests a modification under
18 Section 5.1, PCCA shall reimburse ERC its costs and reasonable attorney’s fees for the time
19 spent in the meet-and-confer process and filing and arguing a joint motion or application in
20 support of a modification of the Consent Judgment.

21 **5.4** Where the meet-and-confer process does not lead to a joint motion or
22 application in support of a modification of the Consent Judgment, then either Party may seek
23 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
24 reasonable attorney’s fees. As used in the preceding sentence, the term “prevailing party”
25 means a party who is successful in obtaining relief more favorable to it than the relief that the
26 other party was amenable to providing during the Parties’ good faith attempt to resolve the
27 dispute that is the subject of the modification.
28

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
4 terminate this Consent Judgment.

5 **6.2** Only after it complies with Section 15 below may any Party, by motion or
6 application for an order to show cause filed with this Court, enforce the terms and conditions
7 contained in this Consent Judgment.

8 **6.3** If ERC alleges that any Covered Product fails to qualify as a Conforming
9 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
10 inform PCCA in a reasonably prompt manner of its test results, including information sufficient
11 to permit PCCA to identify the Covered Products at issue. PCCA shall, within thirty days
12 following such notice, provide ERC with testing information, from an independent third-party
13 laboratory meeting the requirements of Sections 3.4.2 and 3.4.3, demonstrating Defendant's
14 compliance with the Consent Judgment, if warranted. The Parties shall first attempt to resolve
15 the matter prior to ERC taking any further legal action.

16
17 **7. APPLICATION OF CONSENT JUDGMENT**

18 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
19 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
20 divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers,
21 predecessors, successors, and assigns. This Consent Judgment shall have no application to
22 Covered Products which are distributed or sold exclusively outside the State of California and
23 which are not used by California consumers. This Consent Judgment shall terminate without
24 further action by any Party when PCCA no longer manufactures, distributes or sells all of the
25 Covered Products and all of such Covered Products previously "distributed for sale in California"
26 have reached their expiration dates and are no longer sold.
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1 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

2 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
3 on behalf of itself and in the public interest, and PCCA, of any alleged violation of Proposition
4 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to
5 lead from the handling, use, or consumption of the Covered Products and fully resolves all
6 claims that have been or could have been asserted in this action up to and including the
7 Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,
8 on behalf of itself and in the public interest, hereby discharges PCCA and its respective
9 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
10 affiliates, suppliers, franchisees, licensees, customers, distributors, wholesalers, retailers, and
11 all other upstream and downstream entities in the distribution chain of any Covered Product,
12 and the predecessors, successors and assigns of any of them (collectively, "Released Parties"),
13 from any and all claims, actions, causes of action, suits, demands, liabilities, damages,
14 penalties, fees, costs and expenses asserted, or that could have been asserted, as to any alleged
15 violation of Proposition 65 arising from the failure to provide Proposition 65 warnings on the
16 Covered Products regarding lead.

17
18 **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released
19 Parties from all known and unknown claims for alleged violations of Proposition 65 arising
20 from or relating to alleged exposures to lead in the Covered Products as set forth in the Notice
21 of Violation up to and including the Effective Date. It is possible that other claims not known
22 to the Parties arising out of the facts alleged in the Notice of Violation or the Complaint and
23 relating to the Covered Products will develop or be discovered. ERC, on behalf of itself only,
24 acknowledges that this Consent Judgment is expressly intended to cover and include all such
25 claims, including all rights of action therefore. ERC has full knowledge of the contents of
26 California Civil Code section 1542. ERC, on behalf of itself only, acknowledges that the
27 claims released in Sections 8.1 and 8.2 above may include unknown claims, and nevertheless
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1 waives California Civil Code section 1542 as to any such unknown claims. California Civil
2 Code section 1542 reads as follows:

3
4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
6 FAVOR AT THE TIME OF EXECUTING THE RELEASE. WHICH IF
7 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
8 OR HER SETTLEMENT WITH THE DEBTOR.

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

11 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to
12 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures
13 to lead in the Covered Products as set forth in the Notice of Violation and the Complaint.

14 **8.4** Nothing in this Consent Judgment is intended to apply to any occupational or
15 environmental exposures arising under Proposition 65, nor shall it apply to any of PCCA's
16 products other than the Covered Products.

17 **8.5** ERC and PCCA each release and waive all claims they may have against each
18 other for any statements or actions made or undertaken by them in connection with the Notice
19 of Violation or the Complaint; provided, however, that nothing in Section 8 shall affect or limit
20 any Party's right to seek to enforce the terms of this Consent Judgment.

21
22 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

25
26 **10. GOVERNING LAW**

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

1 **11. PROVISION OF NOTICE**

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

5
6 **FOR ENVIRONMENTAL RESEARCH CENTER:**

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

10
11 With a copy to:

12 Michael Freund SBN 99687
13 Ryan Hoffman SBN 283297
14 Michael Freund & Associates
15 1919 Addison Street, Suite 105
 Berkeley, CA 94704

16
17 **FOR PCCA, LLC**

18 Marc DuPontPCCA, LLC
19 9901 South Wilcrest Drive
 Houston, TX. 77099

20
21 With a copy to:

22 George C. Salmas, Esq. (SBN 62616)
23 The Food Lawyers
24 1880 Century Park East, Suite 611
 Los Angeles, CA 90067

1 **12. COURT APPROVAL**

2 **12.1** If this Stipulated Consent Judgment is not approved by the Court, it shall be
3 void and have no force or effect.

4 **12.2** ERC shall comply with California Health and Safety Code section 25249.7(f)
5 and with Title II of the California Code Regulations, Section 3003.

6 **13. EXECUTION AND COUNTERPARTS**

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

10
11 **14. DRAFTING**

12 The terms of this Consent Judgment have been reviewed by the respective counsel for the each
13 Party to this Settlement prior to its signing, and each Party has had an opportunity to fully discuss
14 the terms with counsel. The Parties agree that, in any subsequent interpretation and construction
15 of this Consent Judgment entered thereon, the terms and provisions shall not be construed against
16 any Party.
17

18
19 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

20 If a dispute arises with respect to either Party's compliance with the terms of this Consent
21 Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to
22 resolve the dispute in an amicable manner. No action or motion may be filed in the absence of
23 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is
24 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As
25 used in the preceding sentence, the term "prevailing party" means a party who is successful in
26 obtaining relief more favorable to it than the relief that the other party was amenable to providing
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1 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement
2 action.

3
4 **16. ENTIRE AGREEMENT, AUTHORIZATION**

5 **16.1** This Consent Judgment contains the sole and entire agreement and
6 understanding of the Parties with respect to the entire subject matter herein, and any and all
7 prior discussions, negotiations, commitments and understandings related hereto. No
8 representations, oral or otherwise, express or implied, other than those contained herein have
9 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
10 herein, shall be deemed to exist or to bind any Party.

11 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
12 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
13 explicitly provided herein, each Party shall bear its own fees and costs.

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

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

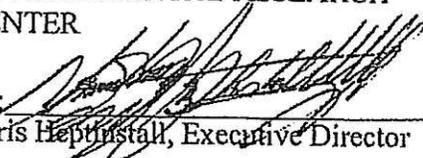
19 (1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable
20 settlement of all matters raised by the allegations of the Complaint, that the matter has been
21 diligently prosecuted, and that the public interest is served by such settlement; and

22 (2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4),
23 approve the Settlement, and approve this Consent Judgment.
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1 IT IS SO STIPULATED:

2
3 Dated: 7/8/, 2014

ENVIRONMENTAL RESEARCH
CENTER

4
5 By: 
6 Chris Heptinstall, Executive Director

7
8 Dated: 7/8/, 2014

9 PROFESSIONAL COMPOUNDING
10 CENTERS OF AMERICA, INC. dba
11 WELLNESS WORKS

12 By: 
13 Marc Dubout, CFO

14
15 APPROVED AS TO FORM:

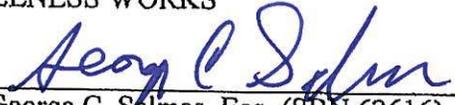
16
17 Dated: 7/24, 2014

ENVIRONMENTAL RESEARCH
CENTER

18
19 By: 
20 Michael Freund SBN 99687
21 Ryan Hoffman SBN 283297

22 Dated: 7/24, 2014

23 PROFESSIONAL COMPOUNDING
24 CENTERS OF AMERICA, INC. dba
25 WELLNESS WORKS

26 By: 
27 George C. Salmas, Esq. (SBN 62616)
28 The Food Lawyers

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JUDGMENT

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

Dated: _____, 2014

Judge of the Superior Court

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.

September 13, 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 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:

**Professional Compounding Centers of America, Inc. dba Wellness Works
Custom Prescriptions of Lancaster, LLC**

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

Custom Prescriptions of Lancaster LLC Thyro Support – Lead

Custom Prescriptions of Lancaster LLC Testo Support – Lead

Custom Prescriptions of Lancaster LLC Estro Support – Lead

Custom Prescriptions of Lancaster LLC Detox Support – Lead

Custom Prescriptions of Lancaster LLC Ultra Joint Forte – Lead

Exhibit A

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

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

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

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least September 13, 2010, 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 Violations to my attention at the law office address and telephone number indicated on the letterhead or at rrhoffma@gmail.com.**

Sincerely,



Ryan Hoffman

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Professional Compounding Centers of America, Inc. dba Wellness Works, Custom Prescriptions of Lancaster, LLC 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 Professional Compounding Centers of America, Inc. dba Wellness Works and Custom Prescriptions of Lancaster, LLC

I, Ryan Hoffman, 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: September 13, 2013



Ryan Hoffman

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 at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Professional Compounding Centers
of America, Inc. dba Wellness Works
9901 South Wilcrest Drive
Houston, TX 77099

L. David Sparks
Registered Agent for Service of Process
Professional Compounding Centers
of America, Inc. dba Wellness Works
9901 South Wilcrest Drive
Houston, TX 77099

Current President or CEO
Custom Prescriptions of Lancaster, LLC
902 N Duke Street
Lancaster, PA 17602

Registered Agent for Service of Process
Custom Prescriptions of Lancaster, LLC
220 E. King Street
Lancaster, PA 17602

Erin J Werner
Correspondent for Wellness Works
Bushman & Associates, PC
1001 West Loop South, Suite 810
Houston, TX 77027-9082

On September 13, 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 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 at a U.S. Postal Service Office 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

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Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave., Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street 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	