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4 Attorneys for Plaintiff Environmental Research Center

5 Judith M. Praitis, Esq. (SBN 151303)  
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9 Attorneys for Defendant Tao of Wellness Santa Monica,  
A Professional Acupuncture Corporation f/k/a Tao of Wellness;  
10 Tao of Wellness Pasadena, A Professional Acupuncture  
Corporation; Traditions of Tao Corporation DBA  
11 The Wellness Store, Wellness Living, The Wellness  
Living Store; Tao of Wellness Newport Beach, A  
12 Professional Acupuncture Corporation

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF LOS ANGELES**

16 **ENVIRONMENTAL RESEARCH CENTER,** )  
**a California non-profit corporation,** )

17 **Plaintiff,** )

18 **v.** )

19 **TAO OF WELLNESS, a California** )  
**Corporation, et. al** )

20 **Defendant.** )  
21 )  
22 )

Case No. BC 526478

) **[PROPOSED] STIPULATED**  
) **CONSENT JUDGMENT;**  
) **[PROPOSED] ORDER**

) Health & Safety Code Section 25249.5 et seq.

23 **1. INTRODUCTION**

24 **1.1** On November 1, 2013 Plaintiff Environmental Research Center (“ERC”), a non-profit  
25 corporation, as a private enforcer, and in the public interest, initiated this action by filing a  
26 Complaint for Injunctive and Declaratory Relief and Civil Penalties pursuant to the provisions of  
27 Cal. Health & Safety Code Sections 25249.5 et seq. (“Proposition 65”), against Defendants Tao of  
28

1 Wellness Santa Monica, A Professional Acupuncture Corporation f/k/a Tao of Wellness and Does 1-  
2 10. ERC subsequently amended the complaint to add Tao of Wellness Pasadena, A Professional  
3 Acupuncture Corporation; Traditions of Tao Corporation DBA The Wellness Store, Wellness  
4 Living, The Wellness Living Store; Tao of Wellness Newport Beach, A Professional Acupuncture  
5 Corporation (“Defendants”). Defendants collectively shall be referred to as “TOW” or  
6 “Defendants”; individual Defendants may be specified by name herein and each defendant is a  
7 “Defendant.” ERC and TOW are referred to individually as a “Party” or collectively as the  
8 “Parties.” Each Defendant also is a “Party.” In this action, ERC alleges that certain products  
9 manufactured, distributed and/or sold by TOW contain lead, a chemical listed under Proposition 65  
10 as a carcinogen and reproductive toxin, and that such products expose California consumers to lead  
11 at a level requiring a Proposition 65 warning. The 32 products subject to this Consent Judgment  
12 (collectively “Covered Products”) are set forth in two Notices of Violations, one dated July 9, 2012  
13 and one dated November 15, 2013 (collectively, the “Notice of Violations”), and are listed in **Exhibit A**  
14 (which is incorporated into this Consent Judgment). TOW commenced a process of re-labeling and re-  
15 branding of the Covered Products, commencing before the first Notice of Violations and continuing  
16 while this action has been pending. Thus, Covered Products shall mean and include, current, former  
17 and future labeled versions of the Covered Products listed on Exhibit A. Covered Products shall mean  
18 and include only the finished products, namely, final pre-packaged products ready and labeled for  
19 immediate consumer use or consumption and available for purchase without a prescription from a  
20 TOW clinic, store, or via the internet. Covered Products shall not include custom-blended,  
21 individually prescribed, or individually dispensed products for patients seen or treated at any TOW  
22 wellness clinic.

23       1.2 ERC is a California non-profit corporation dedicated to, among other causes, helping  
24 safeguard the public from health hazards by reducing the use and misuse of hazardous and toxic  
25 chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate  
26 responsibility. ERC has diligently prosecuted this matter and is settling this case in the public  
27 interest.  
28

1           **1.3**     Tao of Wellness, a California Corporation, is a business entity that at the time of the  
2 first Notice of Violations issued employed ten or more persons. This Defendant presently employs  
3 fewer than ten persons. This Defendant has modified its name to Tao of Wellness Santa Monica, a  
4 Professional Acupuncture Corporation. All Defendants presently employ fewer than ten persons.

5           **1.4**     The Complaint is based on alleged violations contained in the Notice of Violations  
6 that ERC served on the California Attorney General, other public enforcers, and on TOW. A true  
7 and correct copy of the Notices of Violations is attached hereto as **Exhibit B**. More than 60-days  
8 have passed since the Notice of Violations were mailed and no public enforcement entity has filed a  
9 complaint against TOW with regard to the Covered Products or the alleged violations.

10          **1.5**     ERC's Notice of Violations and the Complaint allege that use of the Covered  
11 Products exposes persons in California to lead without first providing clear and reasonable warnings,  
12 in violation of California Health & Safety Code Section 25249.6. TOW denies all material  
13 allegations contained in the Notice of Violations and Complaint and specifically denies that the  
14 Covered Products require a Proposition 65 warning or otherwise cause harm to any person. TOW  
15 expressly denies it has violated Proposition 65 due to the purchase of the Covered Products by ERC.

16          **1.6**     The Parties have entered into this Consent Judgment in order to settle, compromise  
17 and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent  
18 Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their  
19 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
20 divisions, affiliates, franchises, licensees, customers, suppliers, distributors, wholesalers, or retailers,  
21 of any fact, conclusion of law, issue of law, violation of law, fault, wrongdoing, or liability,  
22 including without limitation, any admission concerning any alleged violation of Proposition 65;  
23 provided, however, nothing in this Section 1.6 shall affect the enforceability of this Consent  
24 Judgment.

25          **1.7**     Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,  
26 waive or impair any right, remedy, argument, or defense the Parties may have in any other or future  
27 legal proceeding unrelated to these proceedings.  
28

1           1.8     The Effective Date of this Consent Judgment shall be the date on which it is entered  
2 as a Judgment by this Court.

3           **2.     JURISDICTION AND VENUE**

4           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
5 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction  
6 over TOW as to the acts alleged in the Complaint, that venue is proper in Los Angeles County, and  
7 that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all  
8 claims which were or could have been asserted in this action based on the facts alleged in the Notice  
9 of Violations and the Complaint.

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

11          **3.1**     Any Covered Products manufactured after the Effective Date that TOW thereafter  
12 sells in California, or TOW distributes for sale into California<sup>1</sup>, must include a warning as provided  
13 in Section 3.2 if the exposure to the California consumer exceeds 0.5 micrograms of lead per day,  
14 assuming consumption in accordance with the largest recommended dosage on the label instructions.  
15 This obligation to warn shall be effective only during those times any Defendant employs ten or  
16 more persons. By way of clarification, if any one Defendant employs ten or more persons, then the  
17 obligations of this Section 3.1 apply to that Defendant during such time that Defendant employs ten  
18 or more persons.

19          **3.2     Clear and Reasonable Warnings.**   If any Defendant is required to provide a  
20 warning for Covered Products pursuant to Section 3.1, then that Defendant shall provide the  
21 following warning as specified below:

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

25  
26  
27                 

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<sup>1</sup> As used in this Consent Judgment, the term "distributes for sale into California" means to directly ship a Covered  
28 Product into California for sale in California or to sell a Covered Product to a distributor that TOW knows will sell the  
Covered Product in California.

1 The term "cancer" shall be used in the warning only if the maximum daily dose recommended on the  
2 label contains more than 15 micrograms of lead per day, assuming consumption in accordance with  
3 the largest recommended dosage on the label instructions. The words "California Proposition 65"  
4 may be included at TOW's option. The word "**WARNING**" shall be in all capital letters and in bold  
5 print and, if used, the words "California Proposition 65" shall be in bold print.

6 **3.3** A Defendant must elect one or more of the following warning options, if a warning is  
7 required under Section 3.1:

8 (a) The warning may be prominently affixed to or printed upon the container, packaging or  
9 label of the Covered Product so as to be clearly conspicuous, as compared with other words,  
10 statements, or designs on the label, packaging or container, as to render the warning likely to be read  
11 and understood by an ordinary purchaser or user of the product under customary conditions of  
12 purchase or use of the product. The warning shall be at least the same size as other health or safety  
13 warnings.

14 (b) If a Defendant sells a Covered Product via the Internet for delivery to an address in  
15 California, the warning shall either be as provided for in this Section 3.3(a), or prominently set forth  
16 on the invoice, so as to be clearly conspicuous, as compared with other words, statements, or designs  
17 on the invoice, as to render the warning likely to be read and understood by an ordinary purchaser.

18 (c) The warning may be provided by a shelf sign or a notice at a kiosk, so long as such sign  
19 or notice clearly identifies the product or products to which the warning applies and the notice is of a  
20 size and placed in a location as to be clearly conspicuous to a consumer under customary conditions  
21 of purchase.

#### 22 **4. SETTLEMENT PAYMENTS**

23 **4.1** In full and final satisfaction of all potential civil penalties, payment in lieu of civil  
24 penalties, attorneys' fees and costs (which includes, but is not limited to, filing fees and costs of  
25 attorneys, experts, investigators, and testing the Covered Products), Defendants (or any one of them)  
26 shall remit a total payment of \$48,000.00, to ERC, by check or money order, payable within 15  
27  
28

1 business days of receiving the Notice of Entry of this Consent Judgment. The payment shall be  
2 apportioned as follows:

3       4.2     \$ 7,848.00 as civil penalties pursuant to California Health & Safety Code section  
4 25249.7(b)(1). Of this amount, \$5,886 shall be payable to the Office of Environmental Health  
5 Hazard Assessment (“OEHHA”), and \$1,962.00 shall be payable to ERC. California Health &  
6 Safety Code §§ 25249.12(c)(1) & (d). Defendants (or any one of them) shall send both civil penalty  
7 payments to ERC’s counsel. ERC’s counsel shall forward the civil penalty payment to OEHHA, and  
8 send a copy of the transmittal letter to counsel for Defendants.

9       4.3     \$25,752.00 payable to ERC, as reimbursement to ERC for (A) reasonable costs  
10 associated with the enforcement of Proposition 65 and other costs incurred as a result of work in  
11 bringing this action.

12       4.4     \$14,400.00 shall be payable to David A. Rosen as reimbursement of ERC’s attorney’s  
13 fees and costs.

14       4.5     Defendants (or any one of them) shall mail or deliver the above payments to David A.  
15 Rosen or ERC, by check or money order, using the addresses stated in the Notice provision below.  
16 ERC shall provide taxpayer identification information to counsel for Defendants to allow the  
17 payments to be processed.

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

19       5.1     This Consent Judgment may be modified only by: (a) written agreement and  
20 stipulation of the Parties; (b) upon entry of a modified consent judgment by the Court; or (c) as  
21 provided in Sections 5.2 and 5.3.

22       5.2     If TOW seeks to modify this Consent Judgment under Section 5.1, then TOW must  
23 provide written notice to ERC of its intent (“Notice of Intent”). If ERC seeks to meet and confer  
24 regarding the proposed modification in the Notice of Intent, then ERC must provide written notice to  
25 TOW within thirty days of receiving the Notice of Intent. If ERC notifies TOW in a timely manner  
26 of ERC’s intent to meet and confer, then the Parties shall meet and confer in good faith as required  
27 in this Section. The Parties shall meet in person within 30 days of ERC’s notification of its intent to  
28

1 meet and confer. Within 30 days of such meeting, if ERC disputes the proposed modification, ERC  
2 shall provide to TOW a written basis for its position. The Parties shall continue to meet and confer  
3 for an additional 30 days in an effort to resolve any remaining disputes. The Parties may agree in  
4 writing to different deadlines for the meet-and-confer period.

5       **5.3** Where the meet-and-confer process does not lead to a joint motion or application in  
6 support of a modification of the Consent Judgment, then either Party may seek judicial relief on its  
7 own. In such a situation, the prevailing party may seek to recover costs and reasonable attorney's  
8 fees incurred from seeking the modification, as allowed by applicable law. Any motion to modify  
9 this Consent Judgment also shall be served on the Office of the Attorney General of the State of  
10 California.

11 **6. RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT JUDGMENT**

12       **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this  
13 Consent Judgment.

14       **6.2** Only after it complies with Section 10 below may any Party, by motion or application  
15 for an order to show cause filed with this Court, enforce the terms and conditions contained in this  
16 Consent Judgment. The prevailing party may request that the Court award its reasonable attorneys'  
17 fees and costs associated with such motion or application.

18 **7. APPLICATION OF CONSENT JUDGMENT**

19       This Consent Judgment shall apply to, be binding upon, and benefit the Parties, and their  
20 respective officers, directors, shareholders, and the predecessors, successors, and assigns of the  
21 foregoing and binding on ERC on its own behalf and in the public interest as set forth in Section 8.  
22 This Consent Judgment shall have no application to Covered Products which are not sold to  
23 California consumers. This Consent Judgment shall terminate without further action by any Party  
24 when TOW no longer manufactures, distributes, or sells all of the Covered Products and all of the  
25 Covered Products previously "distributed for sale in California" have reached their expiration dates  
26 and are no longer sold.

27 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASES**

28       **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on

1 behalf of itself and in the public interest, and Defendants, and each of them, of any alleged violation  
2 of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of  
3 exposure to lead from the Covered Products, and fully resolves all claims that have been or could  
4 have been asserted in this action against any Defendant, up to and including the date of entry of  
5 Judgment, for failure to provide Proposition 65 warnings for the Covered Products regarding lead.  
6 ERC, on behalf of itself and in the public interest, hereby releases and discharges each Defendant  
7 and their respective officers, directors, shareholders, employees, agents, parent companies,  
8 subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers distributors,  
9 wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any  
10 Covered Product, and the predecessors, successors and assigns of any of them (collectively,  
11 "Released Parties"), from any and all claims asserted, or that could have been asserted, in this action  
12 arising from or related to the alleged failure to provide Proposition 65 warnings for the Covered  
13 Products regarding lead.

14       **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released Parties  
15 from all known and unknown claims for alleged violations of Proposition 65, or for any other  
16 statutory or common law claims arising from or relating to alleged exposures to lead and lead  
17 compounds in the Covered Products as set forth in the Notice of Violations. It is possible that other  
18 claims not known to the Parties arising out of the facts alleged in the Notice of Violations or the  
19 Complaint and relating to the Covered Products will develop or be discovered. ERC, on behalf of  
20 itself only, acknowledges that the claims released in Sections 8.1 and 8.2 above may include  
21 unknown claims, and nevertheless waives California Civil Code section 1542 as to any such  
22 unknown claims. California Civil Code section 1542 reads as follows:

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

27       ERC, on behalf of itself only, acknowledges and understands the significance and  
28 consequences of this specific waiver of California Civil Code section 1542.

8.3 Compliance with the terms of this Consent Judgment shall constitute compliance by  
any Released Party with Proposition 65 with respect to alleged exposures to lead contained in the  
Covered Products. Covered Products already sold or distributed by TOW prior to the Effective



1 Date may be resold or distributed by any person without the warning specified in Section 3.2.

2       **8.4**     ERC, on the one hand, and Defendants, on the other hand, release and waive all  
3 claims they may have against each other for any statements or actions made or undertaken by them  
4 in connection with the Notice of Violations or the Complaint; provided, however, that nothing in  
5 Section 8 shall affect or limit any Party's right to seek to enforce the terms of this Consent  
6 Judgment.

7 **9.     CONSTRUCTION OF CONSENT JUDGMENT, SEVERABILITY**

8       **9.1**     The terms and conditions of this Consent Judgment have been reviewed by the  
9 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to fully  
10 discuss the terms and conditions with its counsel. In any subsequent interpretation or construction of  
11 this Consent Judgment, the terms and conditions shall not be construed against any Party.

12       **9.2**     In the event that any of the provisions of this Consent Judgment is held by a court to  
13 be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

14 **10.    GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

15       In the event a dispute arises with respect to either party's compliance with the terms of this  
16 Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone and  
17 endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the  
18 absence of such a good faith attempt to resolve the dispute beforehand. In the event an action or  
19 motion is filed, however, the prevailing party may seek to recover costs and reasonable attorney's  
20 fees.

21 **11.    GOVERNING LAW**

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

24 **12.    PROVISION OF NOTICE**

25       All notices required by this Consent Judgment shall be sent by first-class, registered, or  
26 certified mail, or overnight delivery, to the following persons. Courtesy copies of communications  
27 via e-mail also may be sent, but the delivery date shall be the date of actual receipt by the addressee.  
28

1 **For Environmental Research Center:**

2 Chris Heptinstall, Executive Director  
3 Environmental Research Center  
4 3111 Camino del Rio North, Suite 400  
5 San Diego, CA 92108

6 David A. Rosen, Esq.  
7 Rose, Klein & Marias LLP  
8 801 South Grand Avenue, 11<sup>th</sup> floor  
9 Los Angeles, CA 90017-4645.

10 **For Tao of Wellness:**

11 Judith Praitis, Esq.  
12 Sidley Austin LLP  
13 555 W 5<sup>th</sup> Street, 40<sup>th</sup> Floor  
14 Los Angeles, CA 90013

15 Ms. Emm Wang  
16 Tao of Wellness  
17 2825 Santa Monica Blvd. Suite 300  
18 Santa Monica, CA 90404.

19 **13. COURT APPROVAL**

20 **13.1** If this Stipulated Consent Judgment is not approved by the Court, it shall be void and  
21 have no force or effect.

22 **13.2** ERC shall comply with California Health & Safety Code section 25249.7(f) and with  
23 Title 11 of the California Code Regulations, section 3003.

24 **14. EXECUTION AND COUNTERPARTS**

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

28 **15. ENTIRE AGREEMENT, AUTHORIZATION**

15.1 This Consent Judgment contains the sole and entire agreement and understanding of  
the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
negotiations, commitments and understandings related hereto. No representations, oral or otherwise,  
express or implied, other than those contained herein have been made by any Party. No other  
agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind


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any of the Parties.

15.2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to the terms and conditions of this Consent Judgment, to enter into and execute this Consent Judgment on behalf of the Party represented, and legally to bind that Party to this Consent Judgment. The undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each Party shall bear its own fees and costs.


**IT IS SO STIPULATED:**

**ENVIRONMENTAL RESEARCH CENTER**

  
Chris Heppinstall, Executive Director

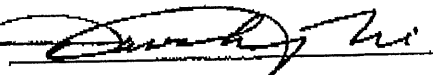
Dated: 5/7/2014

**TAO OF WELLNESS SANTA MONICA  
A PROFESSIONAL ACUPUNCTURE CORPORATION  
F/K/A TAO OF WELLNESS**

  
Title: President

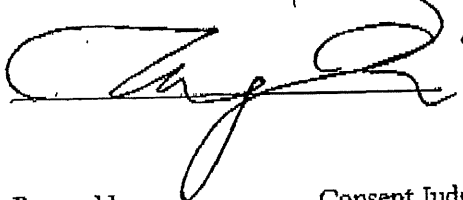
Dated: 5/9/14

**TAO OF WELLNESS PASADENA, A  
PROFESSIONAL ACUPUNCTURE CORPORATION**

  
Title: President

Dated: 5/9/14

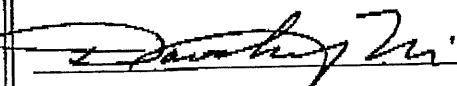
**TRADITIONS OF TAO CORPORATION DBA  
THE WELLNESS STORE, WELLNESS LIVING,  
THE WELLNESS LIVING STORE**



Dated: 5/9/14

1 Title: President

2 TAO OF WELLNESS NEWPORT BEACH, A  
3 PROFESSIONAL ACUPUNCTURE CORPORATION

4 

Dated: 5/9/14

5 Title: President

8 APPROVED AS TO FORM:

9 Rose Klein & Marias LLP

10  
11 \_\_\_\_\_ Dated: \_\_\_\_\_  
12 David A. Rosen, Counsel for Environmental  
13 Research Center

14 Sidley Austin, LLP

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16 \_\_\_\_\_ Dated: \_\_\_\_\_  
17 Judith M. Pratis, Counsel for Defendants

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Title: \_\_\_\_\_

**TAO OF WELLNESS NEWPORT BEACH, A  
PROFESSIONAL ACUPUNCTURE CORPORATION**

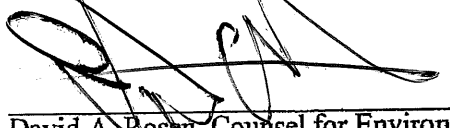
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Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

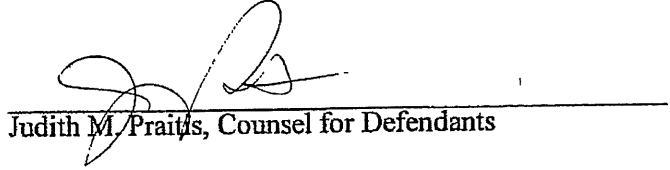
**Rose Klein & Marias LLP**



Dated: 5/22/14

David A. Rosen, Counsel for Environmental  
Research Center

**Sidley Austin, LLP**

  
Judith M. Praitis, Counsel for Defendants

Dated: 5/10/14

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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.

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
Judge, Superior Court of the State  
of California

1 **EXHIBIT A – COVERED PRODUCTS**

2 **All sizes, forms, packaging and labeling of the following:**

- 3
- 4 1. The Wellness Living Store Traditions of Tao Exquisite Skin
- 5 2. Traditions of Tao The Wellness Living Store B-Slim
- 6 3. Traditions of Tao The Wellness Living Store Five Elements of Health
- 7 4. Traditions of Tao The Wellness Living Store Dragon Male
- 8 5. Tao of Wellness Super Clarity
- 9 6. Traditions of Tao The Wellness Living Store Internal Cleanse
- 10 7. Tao of Wellness Enduring Youth
- 11 8. Tao of Wellness Perpetual Shield
- 12 9. Tao of Wellness Passages Plus
- 13 10. Traditions of Tao The Wellness Living Store Abundant Energy
- 14 11. Tao of Wellness Dura-Bone
- 15 12. Traditions of Tao Immunity
- 16 13. Traditions of Tao Indigestion
- 17 14. Wellness Living Acid Stomach
- 18 15. Wellness Living Arthritis/Joint
- 19 16. Wellness Living Hair Nurture
- 20 17. Wellness Living Feminine Desire
- 21 18. Wellness Living Colon Clear
- 22 19. Traditions of Tao Bloat
- 23 20. Wellness Living Women's Wellness
- 24 21. Wellness Living Yang Exhaustion
- 25 22. Tao of Wellness High Performance
- 26 23. Traditions of Tao Yin Exhaustion
- 27 24. Traditions of Tao Nausea
- 28 25. Traditions of Tao Herpease
- 29 26. Traditions of Tao Blood Builder
- 30 27. Traditions of Tao Muscle Strength
- 31 28. Traditions of Tao Acne/Blemish
- 32 29. Traditions of Tao The Wellness Living Store Calm-Fort/Sleeping
- 33 30. Wellness Living Nausea
- 34 31. Wellness Living Herp-Ease
- 35 32. Wellness Living Acne/Blemish

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EXHIBIT B—JULY 9, 2012 NOTICE OF VIOLATION LETTER  
and NOVEMBER 15, 2013 NOTICE OF VIOLATION LETTER