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14 UNICITY INTERNATIONAL, INC.

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA

17 ENVIRONMENTAL RESEARCH
CENTER, INC. a California non-profit
18 corporation,

19 Plaintiff,

20 v.

21 UNICITY INTERNATIONAL, INC., a
Delaware Corporation

22 Defendant.
23

CASE NO. RG 15768771

STIPULATED CONSENT JUDGMENT;
[PROPOSED] ORDER

Health & Safety Code § 25249.5 *et seq.*

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

24 **1. INTRODUCTION**

25 **1.1** On May 1, 2015, Plaintiff Environmental Research Center, Inc. (“ERC”), a non-
26 profit corporation, as a private enforcer, and in the public interest, initiated this action by filing
27 a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”)
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1 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*
2 (“Proposition 65”), against Unicity International, Inc. (“Unicity”). In this action, ERC alleges
3 that a number of products manufactured, distributed or sold by Unicity contain lead, a
4 chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose
5 consumers to this chemical at a level requiring a Proposition 65 warning. These products
6 (referred to hereinafter individually as a “Covered Product” or collectively as “Covered
7 Products”) are: (1) Unicity International Inc. Bios Life BM&C Plus, (2) Unicity International Inc.
8 Unicity Balance, (3) Unicity International Inc. Bios Life Bios Life2 Original, (4) Unicity
9 International Inc. Soy Protein, (5) Unicity International Inc. Bios Life Slim, (6) Unicity
10 International Inc. SIG, (7) Unicity International Inc. Unicity Paraway Plus, (8) Unicity
11 International Inc. Cardio-Essentials, (9) Unicity International Inc. ChloroPlasma Plus, (10)
12 Unicity International Inc. Enzygen Plus, (11) Unicity International Inc. Red Clover Plus, and
13 (12) Unicity International Inc. Bios Life Vascular Complete.

14 **1.2** ERC and Unicity are hereinafter referred to individually as a “Party” or
15 collectively as the “Parties.”

16 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
17 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
18 and toxic chemicals, facilitating a safe environment for consumers and employees, and
19 encouraging corporate responsibility.

20 **1.4** For purposes of this Consent Judgment, the Parties agree that Unicity is a business
21 entity that has employed ten or more persons at all times relevant to this action, and qualifies as a
22 “person in the course of business” within the meaning of Proposition 65. Unicity distributes and
23 sells the Covered Products.

24 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
25 dated August 29, 2014, that was served on the California Attorney General, other public
26 enforcers, and Unicity (“Notice”). A true and correct copy of the Notice is attached as Exhibit
27 A and is hereby incorporated by reference. More than 60 days have passed since the Notice

1 was mailed and uploaded to the Attorney General’s website, and no designated governmental
2 entity has filed a complaint against Unicity with regard to the Covered Products or the alleged
3 violations.

4 **1.6** ERC’s Notice and Complaint allege that use of the Covered Products exposes
5 persons in California to lead without first providing clear and reasonable warnings in violation
6 of California Health and Safety Code section 25249.6. Unicity denies all material allegations
7 contained in the Notice and Complaint.

8 **1.7** The Parties have entered into this Consent Judgment in order to settle,
9 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
10 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
11 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
12 parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
13 distributors, wholesalers, or retailers. Except for the representations made above, nothing in
14 this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of
15 law, or violation of law, nor shall compliance with this Consent Judgment be construed as an
16 admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
17 purpose.

18 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
19 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
20 other or future legal proceeding unrelated to these proceedings.

21 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
22 a Judgment by this Court.

23 **2. JURISDICTION AND VENUE**

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

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

5 **3.1** Beginning on the Effective Date, Unicity shall not manufacture for sale in the
6 State of California, “Distribute into the State of California”, or directly sell in the State of
7 California, any Covered Product which exposes a person to a “Daily Exposure Level” of more
8 than 0.5 micrograms per day when the maximum suggested dose is taken as directed on the
9 Covered Product’s label, unless it meets the warning requirements under Section 3.2.

10 **3.1.1** As used in this Consent Judgment, the term “Distribute into the State of
11 California” shall mean to directly ship a Covered Product into California for sale in California
12 or to sell a Covered Product to a distributor that Unicity knows will sell the Covered Product in
13 California.

14 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure
15 Level” shall be measured in micrograms, and shall be calculated using the following formula:
16 micrograms of lead per gram of product, multiplied by grams of product per serving of the
17 product (using the largest serving size appearing on the product label), multiplied by servings
18 of the product per day (using the largest number of servings in a recommended dosage
19 appearing on the product label), which equals micrograms of lead exposure per day.

20 **3.2 Clear and Reasonable Warnings**

21 If Unicity is required to provide a warning pursuant to Section 3.1, one of the following
22 warnings must be utilized:

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

25 The bracketed words may, but are not required to, be used except that Unicity shall use the phrase
26 “cancer and” in the warning if it knows or has reason to know the Covered Product has more than
27 15 micrograms of lead as determined pursuant to the quality control methodology set forth in

1 Sections 3.4.2 and 3.4.3.

2 OR, to comply with Proposition 65 as to other listed chemicals in the Covered Products:

3 [California] [Proposition 65] **WARNING:** This product contains chemicals known to the
4 State of California to cause [cancer and] birth defects or other reproductive harm.

5 The bracketed words may, but are not required to, be used except that Unicity shall use the phrase
6 “cancer and” in the warning if it knows or has reason to know the Covered Product has greater
7 than the No Significant Risk Level (NSRL) for any of the listed chemicals as determined pursuant
8 to the quality control methodology set forth in Sections 3.4.2 and 3.4.3.

9 Unicity shall provide the warning via the following methods: 1) for Covered Products sold
10 online through Unicity’s website to consumers in the state of California: (a) on Unicity’s website,
11 prior to the consumer’s completing purchase of the Covered Products, upon the consumer entering
12 a California delivery address and (b) on the packing slip and/or insert accompanying the shipment
13 of Covered Products to a California purchaser; or 2) for Covered Products, if any, sold via
14 authorized retail stores in the State of California, on the label or container of Unicity’s product
15 packaging for each Covered Product distributed into the State of California as defined in Section
16 3.1.1.

17 The warning shall be at least the same size as the largest of any other health or safety
18 warnings also appearing on its website or on the label or container of Unicity’s product packaging
19 and the word “**WARNING**” shall be in all capital letters and in bold print. No other statements
20 contradicting the Proposition 65 warning may accompany the warning.

21 Unicity must display the above warnings with such conspicuousness, as compared with
22 other words, statements, or design of the label or container, as applicable, to render the warning
23 likely to be read and understood by an ordinary individual under customary conditions of purchase
24 or use of the product.

25 If the California Office of Environmental Health Hazard Assessment or other
26 governmental body with authority promulgates regulations setting forth warning text and/or
27 methods of transmission required or permitted to be used under Proposition 65 for exposures to

1 listed chemicals in Covered Products, then at its sole discretion Unicity may use such other
2 warning text and/or method of transmission without being deemed in breach of this Consent
3 Judgment.

4
5 **3.3 Reformulated Covered Products**

6 A Reformulated Covered Product is one for which the Daily Exposure Level when the
7 maximum suggested dose is taken as directed on the Reformulated Covered Product's label,
8 contains no more than 0.5 micrograms of lead per day as determined by the quality control
9 methodology described in Section 3.4.

10 **3.4 Testing and Quality Control Methodology**

11 **3.4.1** The testing requirements discussed in this Section 3.4 are not applicable
12 to any Covered Product for which Unicity has provided the warning as specified in Section 3.2.

13 **3.4.2** All testing pursuant to this Consent Judgment shall be performed using a
14 laboratory method that complies with the performance and quality control factors appropriate
15 for the method used, including limit of detection, qualification, accuracy, and precision that
16 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)
17 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
18 method subsequently agreed upon in writing by the Parties.

19 **3.4.3** All testing pursuant to this Consent Judgment shall be performed by an
20 independent third-party laboratory certified by the California Environmental Laboratory
21 Accreditation Program or an independent third-party laboratory that is registered with the
22 United States Food & Drug Administration. Nothing in this Consent Judgment shall limit
23 Unicity's ability to conduct, or require that others conduct, additional testing of the Covered
24 Products, including the raw materials used in their manufacture.

25 **3.4.4** Unicity shall arrange, at least once per year for at least five consecutive
26 years, for the lead testing of five randomly selected samples of each Covered Product in the
27 form intended for sale to the end-user to be distributed or sold to California. Unicity shall

1 continue testing for the five-year period so long as the Covered Products are sold in California
2 or sold to a third party, if any, for authorized retail sale in California. If tests conducted
3 pursuant to this Section demonstrate that no warning is required for a Covered Product during
4 each of five consecutive years, then the testing requirements of this Section will no longer be
5 required as to that Covered Product. However, if after the five-year period, Unicity changes
6 ingredient suppliers for any of the Covered Products and/or reformulates any of the Covered
7 Products, Unicity shall test that Covered Product at least once after such change is made.

8 **3.4.5** Beginning on the Effective Date and continuing for a period of five years
9 thereafter, Unicity shall arrange for copies of all laboratory reports with results of testing for
10 lead content under Section 3.4 to be automatically sent by the testing laboratory directly to
11 ERC within ten working days after completion of that testing. These reports shall be deemed
12 and treated by ERC as confidential information under the terms of the confidentiality
13 agreement entered into by the Parties. For the testing required under this Section 3.4, Unicity
14 shall retain all test results and documentation for a period of five years from the date of each
15 test.

16 **4. SETTLEMENT PAYMENT**

17 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
18 penalties, attorney's fees, and costs, Unicity shall make a total payment of \$200,000.00 ("Total
19 Settlement Amount") to ERC within 5 days of the Effective Date. Unicity shall make this
20 payment by wire transfer to ERC's escrow account, for which ERC will give Unicity the
21 necessary account information. The Total Settlement Amount shall be apportioned as follows:

22 **4.2** \$96,900.00 shall be considered a civil penalty pursuant to California Health and
23 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$72,675.00) of the civil penalty to the
24 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
25 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
26 Code §25249.12(c). ERC will retain the remaining 25% (\$24,225.00) of the civil penalty.

1 become necessary, the Parties may agree in writing to different deadlines for the meet-and-
2 confer period.

3 **5.3** In the event that Unicity initiates or otherwise requests a modification under
4 Section 5.1, and the meet and confer process leads to a joint motion or application of the
5 Consent Judgment, Unicity shall reimburse ERC its costs and reasonable attorney’s fees for the
6 time spent in the meet-and-confer process and filing and arguing the motion or application.

7 **5.4** Where the meet-and-confer process does not lead to a joint motion or
8 application in support of a modification of the Consent Judgment, then either Party may seek
9 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
10 reasonable attorney’s fees. As used in the preceding sentence, the term “prevailing party”
11 means a party who is successful in obtaining relief more favorable to it than the relief that the
12 other party was amenable to providing during the Parties’ good faith attempt to resolve the
13 dispute that is the subject of the modification.

14 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
15 **JUDGMENT**

16 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
17 this Consent Judgment.

18 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
19 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
20 inform Unicity in a reasonably prompt manner of its test results, including information
21 sufficient to permit Unicity to identify the Covered Products at issue. Unicity shall, within
22 thirty days following such notice, provide ERC with testing information, from an independent
23 third-party laboratory meeting the requirements of Sections 3.4.1 and 3.4.2, demonstrating
24 Unicity’s compliance with the Consent Judgment, if warranted. The Parties shall first attempt
25 to resolve the matter prior to ERC taking any further legal action.

26 **7. APPLICATION OF CONSENT JUDGMENT**

27 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
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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 to consumers who do not identify a California shipping address.

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

23 **8.2** ERC on its own behalf only, on one hand, and Unicity on its own behalf only,
24 on the other, further waive and release any and all claims they may have against each other for
25 all actions or statements made or undertaken in the course of seeking or opposing enforcement
26 of Proposition 65 in connection with the Notice or Complaint up through and including the
27 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party’s

1 right to seek to enforce the terms of this Consent Judgment.

2 **8.3** It is possible that other claims not known to the Parties arising out of the facts
3 alleged in the Notice or the Complaint and relating to the Covered Products will develop or be
4 discovered. ERC on behalf of itself only, on one hand, and Unicity, on the other hand,
5 acknowledge that this Consent Judgment is expressly intended to cover and include all such
6 claims up through the Effective Date, including all rights of action therefore. ERC and Unicity
7 acknowledge that the claims released in Sections 8.1 and 8.2 above may include unknown
8 claims, and nevertheless waive California Civil Code section 1542 as to any such unknown
9 claims. California Civil Code section 1542 reads as follows:

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

15 ERC on behalf of itself only, on the one hand, and Unicity, on the other hand, acknowledge and
16 understand the significance and consequences of this specific waiver of California Civil Code
17 section 1542.

18 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
19 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
20 in the Covered Products as set forth in the Notice and the Complaint.

21 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
22 environmental exposures arising under Proposition 65, nor shall it apply to any of Unicity's
23 products other than the Covered Products.

24 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

27 **10. GOVERNING LAW**

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

1 **12. COURT APPROVAL**

2 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
3 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
4 Consent Judgment.

5 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
7 prior to the hearing on the motion.

8 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
9 void and have no force or effect.

10 **13. EXECUTION AND COUNTERPARTS**

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

14 **14. DRAFTING**

15 The terms of this Consent Judgment have been reviewed by the respective counsel for each
16 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
17 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
18 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
19 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
20 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
21 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
22 equally in the preparation and drafting of this Consent Judgment.

23 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

6 **16. ENTIRE AGREEMENT, AUTHORIZATION**

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

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

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

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

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

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

26 **IT IS SO STIPULATED:**
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Dated: 5/11, 2015

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: [Signature]
Chris Heptinstall, Executive Director

Dated: 6 May, 2015

UNICITY INTERNATIONAL, INC.

By: [Signature]
Its: COO

APPROVED AS TO FORM:

Dated: May 1, 2015

LOZEAU DRURY LLP

By: [Signature]
Richard T. Drury
Douglas J. Chermak
Attorneys for Plaintiff Environmental
Research Center, Inc.

Dated: May 8, 2015

GRIMALDI LAW OFFICES

By: [Signature]
Ann G. Grimaldi
Attorney for Defendant
Unicity International, Inc.

ORDER AND 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: _____, 2015

Judge of the Superior Court

EXHIBIT A



T 510.836.4200
F 510.836.4205

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Oakland, Ca 94607

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richard@lozeaudrury.com

VIA CERTIFIED MAIL

Current CEO or President
Unicity International, Inc.
1201 North 800 East
Orem, UT 84097

Clayton Paul Barton
(Unicity International, Inc.'s
Registered Agent for Service of Process)
1201 North 800 East
Orem, UT 84097

The Corporation Trust Company
(Unicity 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 Environmental Research Center, Inc. ("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:

Unicity International, Inc.

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

Unicity International Inc. Bios Life BM&C Plus - Lead
Unicity International Inc. Unicity Balance - Lead
Unicity International Inc. Bios Life Bios Life2 Original - Lead
Unicity International Inc. Soy Protein - Lead
Unicity International Inc. Bios Life Slim - Lead
Unicity International Inc. SIG - Lead
Unicity International Inc. Unicity Paraway Plus - Lead
Unicity International Inc. Cardio-Essentials - Lead
Unicity International Inc. ChloroPlasma Plus - Lead
Unicity International Inc. Enzygen Plus - Lead
Unicity International Inc. Red Clover Plus - Lead
Unicity International Inc. Bios Life Vascular Complete - 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.

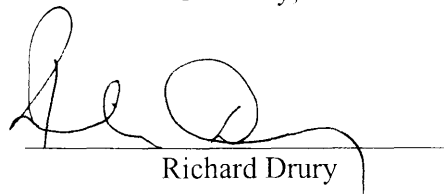
The Violator has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemical, lead. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling 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 August 29, 2011, 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 the identified chemicals; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons who purchased the above products in the last three years. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time consuming litigation.

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

Sincerely,



Richard Drury

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Unicity International, Inc. and its Registered Agents for Service of Process only)

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

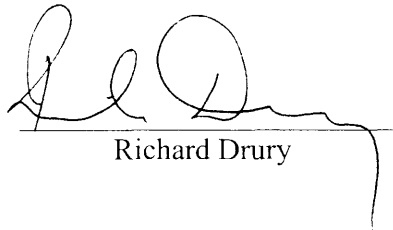
CERTIFICATE OF MERIT

**Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations
by Unicity International, Inc.**

I, Richard Drury, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged 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: August 29, 2014


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 August 29, 2014, 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
Unicity International, Inc.
1201 North 800 East
Orem, UT 84097

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

Clayton Paul Barton
(Unicity International, Inc.’s
Registered Agent for Service of Process)
1201 North 800 East
Orem, UT 84097

On August 29, 2014, I electronically served the following documents: **NOTICE OF VIOLATIONS, 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 August 29, 2014, I served the following documents: **NOTICE OF VIOLATIONS, 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 August 29, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

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

August 29, 2014

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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 201 Commercial Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 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	