XAVIER BECERRA
Attorney General of California
SUSAN S. FIERING
Supervising Deputy Attorney General
DENNIS A. RAGEN, State Bar No. 106468
JOHN W. EVERETT, State Bar No. 259481
Deputy Attorneys General
600 West Broadway, Suite 1800
San Diego, CA 92101
P.O. Box 85266
San Diego, CA 92186-5266
Telephone: (619) 738-9305
Fax: (619) 645-2271
E-mail: John.Everett@doj.ca.gov
*Attorneys for Plaintiff, the People of the State of California, ex rel. Attorney General Xavier Becerra*

***No filing fee pursuant to Government Code section 6103.***

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

| | |
|---|---|
| **THE PEOPLE OF THE STATE OF CALIFORNIA, ex rel. XAVIER BECERRA, Attorney General,**<br>Plaintiff,<br>**v.**<br>**HEALTHFORCE, INC. d/b/a HEALTHFORCE NUTRITIONALS, a Nevada Corporation; GRASS ADVANTAGE d/b/a AMAZING GRASS, a California Corporation; and DOES 1-50, inclusive,**<br>Defendants. | Case No. RG15764860<br><br>**STIPULATION FOR ENTRY OF [PROPOSED] CONSENT JUDGMENT AND ORDER AS TO DEFENDANT HEALTHFORCE, INC.**<br><br>Action filed: April 2, 2015<br>Dept: 21<br>Judge: Hon. Winifred Y. Smith |

## 1. INTRODUCTION.

### 1.1. Introduction.

Plaintiff in Alameda County Superior Court Case No. RG15764860, the People of the State of California, ex rel. Xavier Becerra, Attorney General (the People), Plaintiff in consolidated Alameda County Superior Court Case No. RG14750659, Environmental Research Center, Inc. (ERC), a non-profit California Corporation (collectively the Consolidated Cases), and Defendant in the Consolidated Cases, HealthForce, Inc. d/b/a HealthForce Nutritionals, a Nevada Corporation (HealthForce or Settling Defendant), by and through their respective representatives

and counsel, enter into this Stipulation for Entry of [Proposed] Consent Judgment and Order (Consent Judgment). Hereafter, the People, ERC, and HealthForce shall be collectively referred to as the "Parties."

1.2. **Plaintiffs.**

1.2.1. Plaintiff in Alameda County Superior Court Case No. RG15764860 is the People. The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.5 et seq. (Proposition 65), at section 25249.7, subdivision (c), provides that actions to enforce Proposition 65 may be brought by the Attorney General in the name of the People of the State of California. The pertinent provisions of California Business and Professions Code sections 17200 et seq. and 17500 et seq. provide that actions to prohibit unfair and unlawful business practices and false or misleading advertising may also be brought in the name of the People of the State of California by the Attorney General.

1.2.2. Plaintiff in Alameda County Superior Court Case No. RG14750659 is ERC. Health and Safety Code section 25249.7, subdivision (d), authorizes private persons to enforce Proposition 65 in the public interest provided certain conditions are satisfied. For the purposes of this Consent Judgment only, the Parties agree that the requirements for ERC to bring a private Proposition 65 enforcement action against Settling Defendant have been met as to the Covered Products for which ERC previously sent Settling Defendant a 60-day notice of alleged violation.

1.3. **Defendant.**

Settling Defendant is HealthForce, an active Nevada Corporation, with its principal place of business in Las Vegas, Nevada. HealthForce engages in the business of formulating, selling and distributing "nutritional supplement" products, including the products referred to as the "Covered Products" in Exhibit A hereto, in California and in other jurisdictions. For the purposes of this Consent Judgment only, HealthForce agrees that it is a "person in the course of doing business" within the meaning of Proposition 65 (Health & Saf. Code, § 25249.13).

1.4. **General Allegations.**

1.4.1. In the People's Complaint for Civil Penalties and Injunctive Relief, filed on April 2, 2015 in Case No. RG15764860, the People allege that HealthForce: violated

Proposition 65 by knowingly and intentionally exposing individuals in California to lead and/or cadmium through its sale of certain Covered Products without first providing a clear and reasonable warning to such individuals; violated the "False Advertising Law," Business and Professions Code section 17500 et seq., by making or causing others to make untrue or misleading statements to induce California consumers to purchase and consume certain nutritional supplement products; and violated the "Unfair Competition Law," Business and Professions Code section 17200 et seq., by engaging in the foregoing activities and by advertising and selling certain nutritional supplement products that were adulterated. The People identified seven HealthForce nutritional supplement products in their complaint. Settling Defendant filed a responsive pleading denying all material allegations.

1.4.2. In ERC's Complaint for Injunctive Relief and Civil Penalties, filed on December 8, 2014 in Case No. RG14750659, ERC alleges that HealthForce violated Proposition 65 by knowingly and intentionally exposing individuals to lead through the sale and distribution in California of certain nutritional supplement products without first providing a clear and reasonable warning to such individuals. ERC identified multiple HealthForce products in its complaint, including the seven products identified in the People's complaint. Settling Defendant filed a responsive pleading denying all material allegations.

1.4.3. The People's Complaint and ERC's Complaint are hereafter collectively referred to as the "Complaints."

1.4.4. On May 15, 2017, Erika McCartney sent Settling Defendant a Proposition 65 60-day notice (hereafter, the "McCartney Notice") alleging that a product called Shilajit contains lead in alleged violation of Proposition 65.

## 2. COVERED PRODUCTS.

A list of the HealthForce nutritional supplement products covered by the provisions of this Consent Judgment, and which have been advertised, manufactured, packaged, distributed, marketed, offered for sale or sold by HealthForce in California, is attached as Exhibit A. The products in Exhibit A are referred to throughout this Consent Judgment as the "Covered Products." Exhibit A identifies the Covered Products by their product/brand names and UPC

Codes. To the extent HealthForce, whether at the time of entry of this Consent Judgment or at any time thereafter, rebrands any of the Covered Products with the same or substantially similar formulations under different product or brand names and offers them for sale in California, those rebranded formulations shall be considered Covered Products.

3. **AGREEMENT TO SETTLE DISPUTE.**

As a compromise and settlement of the "matters covered" in paragraph 8, the Parties mutually consent to the entry by the Court of this Consent Judgment in the Consolidated Cases. The Parties are each represented by counsel, and this Consent Judgment was negotiated in good faith and at arms' length by the Parties to further the public interest and to avoid expensive and protracted litigation regarding the violations alleged in the Complaints.

4. **NO ADMISSION OR FINDINGS.**

Entry into this Consent Judgment does not constitute any admission of law by Settling Defendant or any other Party, nor shall such entry constitute an admission by Settling Defendant of any fact or factual allegation arising out of the matters alleged in the People's Complaint, ERC's 60-day notices or Complaint, or the McCartney notice, such factual allegations being expressly denied by Settling Defendant. Settling Defendant expressly denies any liability or violation of law whatsoever.

5. **JURISDICTION AND VENUE.**

The Parties agree that, for purposes of this Consent Judgment only, this Court has subject matter jurisdiction over the matters alleged in the Complaints and personal jurisdiction over HealthForce, and that venue is proper in Alameda County.

6. **WAIVER OF HEARING AND TRIAL/ENTRY OF JUDGMENT.**

By signing this Stipulation and consenting to the entry of this Consent Judgment, the Parties waive their right to hearing and a trial on the matters alleged in the Complaints. The Parties agree not to challenge or object to the entry of this Consent Judgment by the Court unless the People have notified HealthForce in writing that: (1) the People and ERC no longer support entry of the Consent Judgment; or (2) the People or ERC seek to modify the Consent Judgment. Absent such notice, the Parties agree to cooperate in good faith in supporting entry of this Consent Judgment,

with the People and/or ERC responsible for preparing any necessary motion for entry.

7. **APPLICABILITY.**

Unless otherwise expressly provided herein, the provisions of this Consent Judgment shall apply to and be binding on the People, on HealthForce and its agents, servants, employees, representatives, successors, and all persons acting in concert or participating with HealthForce, and on ERC and its agents, servants, employees, representatives, successors, and all persons acting in concert or participating with ERC.

8. **MATTERS COVERED**

8.1. **Sales through the Effective Date.**

8.1.1. This Consent Judgment is a full, final, and binding resolution and settlement of all claims and causes of action alleged by the People, ERC, and McCartney, against: (a) HealthForce; (b) its parents, shareholders, divisions, subdivisions, subsidiaries, sister companies, cooperative members, and manufacturers of Covered Products (collectively, the Covered Entities); (c) retailers and distributors of the Covered Products (collectively the Downstream Entities); and (d) the officers, directors, employees, attorneys, consultants, agents, representatives, predecessors, successors, and assigns of any of the above, in the People's and ERC's respective Complaints, and in the McCartney notice (Covered Matters), with respect to the Covered Products sold by HealthForce up through the Effective Date of the Consent Judgment. The "Effective Date" of this Consent Judgment is the date it is entered as a judgment by the Court.

8.2. **Sales by HealthForce after the Effective Date.**

8.2.1. Compliance by HealthForce with all of the requirements of this Consent Judgment constitutes compliance with Proposition 65 and Business and Professions Code sections 17200 et seq. with respect to its obligation to provide a warning under Proposition 65 as to the lead and/or cadmium content of any Covered Product.

8.3. Except as otherwise expressly provided herein, nothing in this Consent Judgment is intended to, nor shall it be construed to, preclude the People, or any federal, state, or local agency, department, board, or other public entity, from exercising its authority or rights under any federal,

state, or local law, statute, or regulation. Without limiting the foregoing, nothing in this Consent Judgment is intended to preclude the People from enforcing Proposition 65 against a Covered Entity or Downstream Entity for the failure to provide a Proposition 65 warning for any Covered Product sold in California after the Effective Date. In any subsequent action that may be brought by the People or ERC based on any claim, violation, or cause of action not covered by this Consent Judgment, HealthForce agrees that it will not assert that failing to pursue such claim, violation, or cause of action as part of this action constitutes claim-splitting, but HealthForce shall otherwise have the right to assert any legal or equitable defense against such claim.

## 9. INJUNCTIVE TERMS.

### 9.1. Warnings Required for Exposures to Lead above 0.5 Micrograms per Day and Exposures to Cadmium above 4.1 Micrograms per Day.

#### 9.1.1. Primary Testing Protocol.

Beginning on the date of entry of this Consent Judgment, HealthForce shall be permanently enjoined and restrained, pursuant to Health & Safety Code section 25249.7 and Business and Professions Code section 17203, from manufacturing for sale in California, distributing into California, or directly selling to a consumer in California any Covered Product for which any recommended daily dose on the label (whether minimum, average, intensive, maximum, or any other dose) contains more than 0.5 micrograms (μg) of lead or more than 4.1 μg of cadmium, unless HealthForce provides a clear and reasonable warning as set forth in paragraph 9.4 below. Except as set forth in section 9.1.2 below, for determining whether a lot of a Covered Product containing lead or cadmium may be sold without a warning in California, HealthForce must take twelve randomly selected 100 gram subsamples of the lot in question, combine those subsamples into a single composite sample, and apply an appropriate test procedure to make the composite sample homogeneous (e.g., grinding, pulverization, use of a food grade blender, etc.). HealthForce must then analyze three 15 gram samples of the homogenous composite sample. A lot may be sold in California without a warning in compliance with this Consent Judgment if: (1) none of the three individual test results contain an amount of lead per maximum recommended daily dose equal to or greater than the Maximum Allowable Dose Level (MADL)

for lead (0.5 μg) or an amount of cadmium per maximum recommended daily dose equal to or greater than the MADL for cadmium (4.1 μg ); and (2) the arithmetic mean of the test results is less than 90 percent of both the lead and cadmium MADLs. If any of the individual test results exceeds either MADL, or if the arithmetic mean of the test results is more than 90 percent of either MADL, then the lot may be sold in California without a warning in compliance with this Consent Judgment if: (1) the arithmetic mean of the test results is less than the MADL for lead and for cadmium; and (2) the variability of the test results is less than 20 percent for lead and for cadmium. If the arithmetic mean of the test results is less than the MADL for lead and for cadmium, but the variability of the results exceeds 20 percent, HealthForce may subject the lot to re-analysis. In the event of such re-analysis, HealthForce must prepare a second composite sample in accordance with the foregoing procedures. If, upon re-analysis, the arithmetic mean of the test results is less than the MADL for lead and for cadmium, and each individual test result is less than the MADL for lead and for cadmium, the lot may be sold in California without a warning in compliance with this Consent Judgement. For the first such lot of any Covered Product, HealthForce shall retain an Independent Food Processing Auditor who shall certify that the foregoing process was followed and that the lead and cadmium testing was conducted using a qualified third-party laboratory and appropriate methods, as set forth in Exhibit B. Except as set forth in section 9.1.2 below, in every tested lot, HealthForce shall follow the foregoing process and shall use a qualified third-party laboratory and appropriate methods, as set forth in Exhibit B, and HealthForce shall retain all test results for a period of two years after testing. The remaining composite sample for each lot tested pursuant to this section 9.1.1 shall be retained by HealthForce or its contract manufacturer for a period of six months from the date of the triplicate analysis.

9.1.2. **Secondary Testing Protocol.**

Provided HealthForce complies with the protocol in Section 9.1.1, and consecutive test results for two lots of a Covered Product demonstrate that the Covered Product may be sold in California without a warning (without re-analysis due to test result variability), HealthForce may test future lots of that Covered Product in accordance with the procedures in this this paragraph to

determine whether such future lots may be sold in California without a warning. In order to use the procedures in this paragraph, the manufacturing facility used by HealthForce must be registered with NSF International as in full compliance with all United States Food and Drug Administration mandated Good Management Practice (GMP) requirements for dietary supplement manufacturers, and the laboratory used for testing must be qualified and use appropriate methods as set forth in Exhibit B. The revised testing procedures to sell Covered Products in California without a warning are as follows:

- HealthForce must ensure the homogeneity of each lot of the Covered Product by blending the product ingredients in a food grade blender for at least twenty minutes;
- HealthForce must randomly select a 15-gram sample from each lot of the Covered Product and subject the sample to gas chromatographic analysis, or another appropriate analysis to be agreed upon by the Parties, and compare the sample with an existing Covered Product "identity sample" to ensure all ingredients are properly blended and present in the sample in the correct proportions;
- HealthForce must randomly select four (4) 15-gram samples from each lot of the Covered Product. Two of the 15-gram samples will be sent to a qualified, third-party laboratory and tested for lead and cadmium content in a manner consistent with Exhibit B. The other two remaining 15-gram samples will be retained by HealthForce or its contract manufacturer for a period of six-months from the date of analysis; and
- HealthForce may sell the Covered Product lot in California without a warning if: (1) the arithmetic mean of the tests results for that lot contains less lead and cadmium per maximum recommended daily dose than the respective MADLs for lead and cadmium; and (2) the variability of the test results is less than 20 percent. If the arithmetic mean of the test results is less than the MADL for lead and for cadmium, but the variability of the results exceeds 20 percent, HealthForce may subject the lot to re-analysis. In the event of such re-analysis, HealthForce must randomly select another two 15 gram samples from the Covered Product lot and send them to a third-party laboratory to be tested for lead and cadmium in a manner consistent with Exhibit B. If, upon re-analysis, the arithmetic mean of the test results is less

than the MADL for lead and for cadmium, and each individual test result is less than the MADL for lead and for cadmium, the lot may be sold in California without a warning in compliance with this Consent Judgement.

If two consecutive lots of Covered Product qualify to be sold without a warning in California under this section 9.1.2, HealthForce may—for future lots that it wishes to sell in California without a warning—randomly select two (2) 15 gram samples from each future lot and subject one 15 gram sample to testing at a qualified third-party lab pursuant to the requirements of Exhibit B, and retain the remaining 15 gram sample for a period of six months. If the tested sample contains less lead and cadmium per maximum recommended daily dose than the respective MADLs for lead and cadmium, the lot may be sold without a warning in California provided that all other conditions and requirements of this section 9.1.2 are satisfied and/or complied with for that lot.

9.2. **Reduction of Naturally-Occurring Lead and Cadmium from Total Lead and Cadmium per Daily Dose.**

Any lead and/or cadmium that is established as naturally-occurring pursuant to paragraph 9.4 below may be subtracted from the calculation of total lead and/or cadmium per daily dose for purposes of sections 9.1.1 and 9.1.2 above, except as provided in section 9.5. Should the People conduct testing of any Covered Product and allege that the sale thereof is in violation of the terms of this Consent Judgment or Proposition 65, the People shall promptly provide: written notice to HealthForce of such test results and alleged violation(s), copies of such test results, the place (whether a physical location, catalog, or online retailer) of purchase, and identifying information available on the product label (e.g., lot number or other identifying information included on product labels by HealthForce). HealthForce shall, upon the written request of the People, promptly remove the lot in question from sale in California or, alternatively, ensure that product warnings consistent with this Consent Judgment are provided for sales of such lot in California. HealthForce may resume sale of the lot in question if it establishes to the satisfaction of the People that warnings are being provided for sales in California, or through additional testing, that the arithmetic mean of the test results is less than the MADL for lead and cadmium and that each

individual test result is less than the MADL for lead and cadmium. Any such additional test results must be provided to the People (subject to an appropriate confidentiality agreement), who must consent in writing to the continued sale of the lot in question.

9.3. **Warning Language.**

For Covered Products that require a warning, HealthForce shall provide the following warning language:

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

The text in the first set of brackets is optional. The text in the second set of brackets is optional except that the bracketed language must be included if any recommended daily dose on the label (whether minimum, average, intensive, maximum, or any other dose) contains more than 4.1 µg of cadmium after subtracting any cadmium that is established as naturally-occurring pursuant to paragraph 9.4 below. The text in the third set of brackets in the preceding warning is also optional, except that the bracketed language must be included if any recommended daily dose on the label (whether minimum, average, intensive, maximum, or any other dose) contains more than 15 µg of lead after subtracting any lead that is established as naturally-occurring pursuant to paragraph 9.4 below.

9.4. **Placement of Warning Language.**

9.4.1. *Sales in Retail Stores.*

9.4.1.1. For Covered Products sold in retail stores in California that require a warning, the warning must be provided in one of the following two ways:

9.4.1.1.1. The warning shall be permanently affixed to or printed on (at the point of manufacture, prior to shipment to California, or prior to distribution within California) the outside packaging, labeling or container of each unit of the Covered Product. The warning shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices on the packaging or labeling, as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. If the warning is displayed on the

product container or labeling, the warning shall be at least the same size as the largest of any other health or safety warnings or notices on the product container or labeling, and the word "warning" shall be in all capital letters and in bold print. If printed on the labeling itself, the Warning shall be contained in the same section of the labeling that states other health or safety warnings or notices concerning the use of the product

9.4.1.1.2. Alternatively, the warning must be permanently affixed or prominently printed on any placards, signs, or shelf stickers proximate to the Covered Product that identify the name or price of the Covered Product displayed. The warning shall be displayed proximately to the point of display of each Covered Product with such conspicuousness, as compared with other words, statements, designs, or devices proximate to the point of display, as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. The warning shall be at least as tall as the largest letter or numeral in the name or price of the Covered Product.

9.4.2. *Sales through the Internet.*

9.4.2.1. For Covered Products sold through the Internet to California consumers on HealthForce's website that require a warning, the warning shall be prominently displayed on each webpage describing the ingredients or attributes of the Covered Product, or the product display page, or the warning may be provided at the time the customer enters a California address for the shipping address. In all circumstances, the warning shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices on the webpages, as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. The warning shall be at least the size of the largest of any other health or safety warnings on the webpage, and the word "warning" shall be in all capital letters and in bold print. The warning is not prominently displayed if the purchaser must search for it in the general content of the website, but may be provided by a clearly marked hyperlink labeled "Warning" on the product display page prior to purchase of the Covered Product.

9.4.2.2. For Covered Products sold through the Internet to California consumers on third party websites that require a warning, HealthForce shall, prior to the

submission of this Consent Judgment for entry: (1) inform each third party website operator of the requirements of section 9.3.2.1; and (2) request in writing that each third party website operator provide the warning in the manner described in section 9.3.2.1. If, within thirty days after shipping a Covered Product to such a third party website operator, HealthForce does not receive written confirmation from that website operator that the warning will be provided, or if HealthForce learns at any time that the third party website operator is not providing the warning, HealthForce shall promptly cease sales of its Covered Products to that third party website operator and shall not otherwise permit its Covered Products to be sold to that third party website operator until HealthForce confirms that the warnings required by this Consent Judgment will be provided in the manner described in section 9.3.2.1. Without limiting the People's rights under Paragraphs 13 or 17, if the People or ERC determine that there have been repeated instances where third party website operators have failed to provide warnings as required by section 9.3.2.1, then the People may seek a modification of this Consent Judgment to ensure that California consumers purchasing Covered Products from such websites receive adequate warnings.

9.4.3. *Sales through Printed Catalogs.*

9.4.3.1. For Covered Products sold to California consumers through a printed HealthForce catalog that require a warning, the warning shall be prominently displayed on a catalog page describing the ingredients or attributes of the Covered Product or on the product display page. In all circumstances, the warning shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices on the catalog page as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. The warning shall be at least the size of the largest of any other health or safety warnings on the catalog page the Covered Product, and the word "warning" shall be in all capital letters and in bold print.

9.4.3.2. For Covered Products sold to California consumers through third-party catalogs that require a warning, HealthForce shall, prior to the submission of this Consent Judgment for entry: (1) inform each third party catalog operator of the requirements of section

9.3.3.1; and (2) request in writing that each third party catalog operator provide the warning in the manner described in section 9.3.3.1. If, within thirty days after shipping a Covered Product to such a third party catalog operator, HealthForce does not receive written confirmation from that catalog operator that the warning will be provided, or if HealthForce learns at any time that the third party catalog operator is not providing the warning, HealthForce shall promptly cease sales of its Covered Products to that third party catalog operator and shall not otherwise permit its Covered Products to be sold by that catalog operator until HealthForce confirms that any the warnings required by this Consent Judgment will be provided in the manner described in section 9.3.3.1. Without limiting the People's rights under Paragraphs 13 or 17, if the People or ERC determine that there have been repeated instances where third party catalog operators have failed to provide warnings as required by section 9.3.3.1, then the People may seek a modification of this Consent Judgment to ensure that California consumers purchasing Covered Products from such catalogs receive adequate warnings.

9.4.4. *Sales Not Covered in Paragraphs 9.3.1-9.3.3.*

For HealthForce sales and distribution of Covered Products to California consumers not described in paragraphs 9.3.1-9.3.3 above, the warning shall be provided on the product label or labeling, or at the point of sale or distribution, and shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices on the webpages, packaging, labeling, container, or invoice, as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. The warning shall be at least the size of the largest of any other health or safety warnings on the webpage, packaging, labeling, container, or invoice for the Covered Product, and the word "warning" shall be in all capital letters and in bold print.

9.4.5. *Warnings Imposed Pursuant to Consent Judgment.*

The warning requirements set forth herein are agreed to pursuant to the terms of this Consent Judgment, and are required by this Consent Judgment, but are recognized by the Parties as not being the exclusive methods of providing a warning for the Covered Products pursuant to Proposition 65 and its implementing regulations.

9.5. **Naturally-Occurring Lead and/or Cadmium.**

9.5.1. *Definitions*. The following definition shall apply for the purposes of paragraph 9.4: The term "Independent Food Processing Auditor" shall mean an independent auditor or auditing company, foreign or domestic, that: (i) has extensive knowledge of good manufacturing practices in the food processing industry; (ii) has sufficient experience in inspecting food processing facilities to ensure compliance with good manufacturing practices and with the Hazard Analysis and Critical Control Points (HACCP) Food Safety Management System; (iii) is qualified as an International HACCP Alliance Lead Instructor, a Safe Quality Food Institute (SQFI) HACCP Lead Auditor or SQFI Consultant, or a Certified Food Scientist by the Institute of Food Technology, or holds a National Environmental Health Association (NEHA) Certified Professional-Food Safety Credential, or has similar qualifications or credentials; and (iv) has submitted a satisfactory résumé or other summary of qualifications to the People. Upon request, the Attorney General will provide HealthForce with a non-exclusive list of Independent Food Processing Auditors who have previously submitted their qualifications to the People, whose qualifications are up to date, and who are deemed to meet the criteria set forth in this paragraph.

9.5.2. *Establishing Naturally-Occurring Lead and/or Cadmium Levels in a Covered Product*.

9.5.2.1. After entry of this Consent Judgment, HealthForce may seek to modify the Consent Judgment to establish naturally-occurring levels of lead and/or cadmium for each of the Covered Products, consistent with the California Code of Regulations, title 27, division 4, chapter 1, section 25501 and paragraph 17 of this Consent Judgment. Prior to seeking such modification, HealthForce shall provide written notice to the People and to ERC that it intends to seek the modification. If HealthForce, the People, and ERC are unable to agree on a stipulated modification of the Consent Judgment, HealthForce may file a motion with the Court seeking modification of the Consent Judgment and the People may oppose any such motion. If the People do not oppose such motion, and ERC seeks to oppose such motion, then ERC must first meet and confer with the People and obtain the People's written confirmation that it does not object to or oppose ERC's opposition to HealthForce's motion. In any motion by HealthForce seeking a

modification of this Consent Judgment to establish a naturally-occurring level of lead and/or cadmium for any Covered Product, the burden of producing evidence and the burden of proof shall be on HealthForce. The Parties agree that the Consent Judgment should be modified to reflect any Court-approved agreement of HealthForce, the People, and ERC, or an order by the Court, pursuant to paragraph 17 of this Consent Judgment, establishing that the lead and/or cadmium in any Covered Product is naturally occurring.

9.5.2.2. The written notice described in paragraph 9.4.2.1 must be accompanied by a declaration and supporting evidence (described further below) establishing that the proposed modification(s) to the Consent Judgment meet the requirements California Code of Regulations, title 27, division 4, chapter 1, section 25501. In order to carry the burden of proof and the burden of producing evidence that any portion of the lead and/or cadmium in a Covered Product is naturally occurring, HealthForce must, among other requirements in California Code of Regulations, title 27, division 4, chapter 1, section 25501, demonstrate that: (1) the lead and/or cadmium did not result from any known human activity; (2) HealthForce has reduced the lead and/or cadmium in the Covered Product to the "lowest level currently feasible," and (3) HealthForce has received written confirmation of these findings from an "Independent Food Quality Auditor," who has:

(a) performed a lead and/or cadmium contribution analysis for the product by serving, identifying one serving's total weight in grams and each ingredient's weight in grams and corresponding percentage of the total serving weight, and identifying (in parts per million or billion) the total lead and/or cadmium content in one serving and each ingredient's contribution to the total lead and/or cadmium content;

(b) taken the following steps for any ingredient for which HealthForce seeks to establish a naturally occurring lead and/or cadmium level: (i) evaluated the source of the ingredient, including documentation of the source (whether individual or corporate entity) and documentation of the geographical region where the ingredient was sourced; (ii) evaluated the production methods for

the ingredient, including agricultural production methods and manufacturing or other processing methods; (iii) calculated the amount of lead and/or cadmium in the ingredient that is naturally occurring, if any; and (iv) confirmed that the lead and/or cadmium content in the ingredient has been reduced to the lowest level currently feasible; and

(c) confirmed that any processing aids or processing materials used in the production of the Covered Product do not contribute any significant concentrations of lead and/or cadmium.

A copy of the Independent Food Quality Auditor's written confirmation and supporting analyses and documentation shall accompany the written notice that HealthForce serves on the People and ERC pursuant to Section 9.4.2.1. Should any of the information provided hereunder by HealthForce or the independent Food Quality Auditor contain proprietary or confidential information it shall be covered by the confidentiality agreement executed by the Parties on November 24, 2015.

9.5.3. *Lead and Cadmium Analysis after Entry of Judgment.*

In addition to the foregoing obligations, HealthForce agrees (to the extent it has not already done so) to conduct a lead and cadmium analysis of each ingredient in its Covered Products and any other nutritional supplement products it sells in California to lower any lead contained therein to the lowest levels currently feasible. Within 60 days of the Effective Date, HealthForce shall retain an Independent Food Quality Auditor to evaluate and advise HealthForce on any additional steps it can take to lower the lead and/or cadmium levels in Covered Products to the lowest level currently feasible. HealthForce agrees to take such steps and to maintain records of such efforts and, unless otherwise agreed upon by the People and ERC after reviewing evidence that HealthForce has already done so, analyze alternative sources of supply for ingredients that contain lead and/or cadmium in an effort to keep any alleged lead and/or cadmium levels in its nutritional supplement products to the lowest levels currently feasible as defined in California Code of Regulations, title 27, section 25501(a)(4). HealthForce agrees to produce any non-privileged information on its efforts under this Section to the Attorney General's Office within 20

days of its written request. To the extent any such information is confidential, it shall be produced pursuant to an appropriate confidentiality agreement. This Section is not intended to modify any other obligation within this Consent Judgment.

9.6. **Prohibition on Exposures to Lead Higher than 6.0 Micrograms per Day.**

Notwithstanding the provisions above, beginning on the date of entry of this Consent Judgment, HealthForce shall be permanently enjoined and restrained from distributing into California, or directly selling to a consumer, wholesaler, distributor, or retailer in California, any Covered Product or other nutritional supplement for which any recommended daily dose or serving size on the label (whether minimum, average, intensive, maximum, or any other dose) contains more than 6.0 μg of lead whether from naturally occurring lead levels or not. The People and ERC contend that any rules or guidance regarding lead exposure in children that may be promulgated by the United States FDA after entry of this Consent Judgment are material to this Consent Judgment, and the People or ERC may move to modify this Consent Judgment following the promulgation of any such rules or guidance. Either party may oppose any such motion on any factual or legal grounds permitted by law.

9.7. **Prohibition on Certain Health & Other Advertising Claims.**

9.7.1. *Definitions*. The following definitions shall apply for the purposes of paragraph 9.5:

9.7.1.1. "Advertising" means any oral, written, graphic, electronic, or pictorial statement or representation, including but not limited to testimonials, endorsements, or third party representations regardless of the medium of communication employed, for the purpose of inducing, or that are likely to induce, directly or indirectly, the purchase of food, dietary or nutritional supplements, or drugs; the term "Advertising" includes but is not limited to Covered Product packages, labels, inserts, literature, and Internet sites and other online content related to the Covered Products.

9.7.1.2. "Competent and Reliable Scientific Evidence" means tests, analysis, research, studies, or other evidence based on the expertise of professionals in the relevant area,

that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

9.7.2. *Prohibition on Certain Health & Advertising Claims.*

9.7.2.1. Beginning on the date of entry of this Consent Judgment, and pursuant to the authorization for injunctive relief under California Business & Professions Code sections 17203 and 17535, HealthForce shall be permanently enjoined and restrained from, directly or indirectly, engaging in any of the following acts or practices regarding the Covered Products sold in California:

9.7.2.1.1. Advertising or representing, directly or indirectly, that any Covered Product can diagnose, mitigate, treat, cure, or prevent any disease or any signs or symptoms of a disease or abnormal condition associated with a natural state or process, if the abnormal condition is uncommon or can cause significant or permanent harm, unless HealthForce's application with respect to such Covered Product has been approved under the Federal Food, Drug, and Cosmetic Act.

9.7.2.1.2. Making any representation or advertisement, directly or indirectly, about the efficacy, benefits, performance, safety, and side effects of any Covered Product, unless HealthForce possesses "Competent and Reliable Scientific Evidence" that substantiates such representation.

9.7.2.1.3. Misrepresenting, in any manner, expressly or by implication, the existence, contents, validity, results, conclusions, or interpretations of any test, study, analysis, research, or other evidence used to label, advertise, promote, offer for sale, sell, or distribute any Covered Product.

9.8. **Declaration from HealthForce's Owner.**

Within 10 days of the date of entry of this Consent Judgment, HealthForce shall submit a written declaration, signed by its owner or an officer of the corporation under penalty of perjury, attesting that the information that Settling Defendant submitted to the People and/or ERC concerning its sales, profit, and other financial information related to the Covered Products sold in California, as well as the Covered Products' lead and/or cadmium testing, reformulation, and

other information is complete and accurate. The completeness and accuracy of this data are material to the terms of this Consent Judgment.

10. **MONETARY SETTLEMENT REQUIREMENTS.**

10.1. The total settlement amount to be paid by HealthForce in complete resolution of all claims for civil penalties, attorney's fees, and any other costs or expenses raised in the People's and ERC's Complaints, and the McCartney Notice, shall be $359,000, allocated more specifically as follows:

10.1.1. *Civil Penalty*.

Within 10 days of the date of entry of this Consent Judgment, Defendant shall pay a civil penalty of $175,000 pursuant to California Health & Safety Code section 25249.7, subdivision (b). This payment shall be divided in accordance with Health & Safety Code section 25249.12, subdivisions (c) and (d), with $131,250 (75 percent of the penalty) to be sent to the Office of Environmental Health Hazard Assessment (OEHHA) to be deposited in the Safe Drinking Water and Toxic Enforcement Fund, $21,875 (12.5 percent of the penalty) to be paid to the People, and $21,875 (12.5 percent of the penalty) to be paid to ERC. This shall completely resolve any claim for civil penalties in both Complaints.

10.1.2. *Attorneys' Fees and Costs*.

10.1.2.1. Within 10 days of the date of entry of this Consent Judgment, Settling Defendant shall pay $50,000 for partial reimbursement of the People's attorney's fees and costs of investigating and prosecuting this action through entry of this Consent Judgment by the Court. Within 10 days of receiving notice of entry of this Consent Judgment, Settling Defendant shall pay $50,000 as partial reimbursement for all of ERC's attorney's fees and costs of investigating and prosecuting this action through entry of this Consent Judgment by the Court.

10.1.2.2. Within 90 days of the date of entry of this Consent Judgment, Settling Defendant shall pay $37,500 to complete reimbursement of the People's attorney's fees and costs of investigating and prosecuting this action through entry of this Consent Judgment by the Court. Within 90 days of receiving notice of entry of this Consent Judgment, Settling Defendant shall pay $37,500 to complete reimbursement for all of ERC's attorney's fees and

costs of investigating and prosecuting this action through entry of this Consent Judgment by the Court.

10.1.2.3. These payments shall completely resolve any claim for the People and ERC's claims for attorney's fees in both Complaints.

10.1.3 *Payments to Erika McCartney*. Within 90 days of the date of entry of this Consent Judgment, pursuant to Health & Safety Code section 25249.7, subdivision (j), Settling Defendant shall pay $9,000 to Erika McCartney as full and complete compensation for the assistance that she and her counsel have provided to the People and for the fees and costs that she has incurred in this matter. Ms. McCartney or her counsel will provide the Court with a declaration establishing that legal fees and costs she has incurred in this matter exceed that amount.

10.1.3. *Delivery of Payment*.

The Payments required by this Consent Judgment shall be made as follows:

10.1.3.1. Payment to OEHHA.

The payment of $131,250 to OEHHA, comprising 75 percent of the civil penalty as set forth above, shall be paid by check payable to the "Office of Environmental Health Hazard Assessment," and the check shall bear the notation "Proposition 65 – AG Matter ID SD2015950011." The check shall be sent by certified or express mail to the attention of:

Senior Accounting Officer – MS 19-B
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-0410

A copy of the check and cover letter shall be sent to:

Dennis A. Ragen
John W. Everett
California Department of Justice
600 West Broadway, Suite 1800
San Diego, CA 92101

10.1.3.2. Payment to the People.

The payments to the People shall be made in two checks totaling $109,375, which total includes 12.5 percent of the civil penalty and $87,500 in attorneys' fees and costs, as follows: (1)

within 10 days of the date of entry of the Consent Judgment, the People shall be paid in the amount of $71,875 by check payable to the "California Department of Justice – Litigation Deposit Fund"; and (2) within 90 days of the date of entry of the Consent Judgment, the People shall be paid in the amount of $37,500 by check payable to the "California Department of Justice – Litigation Deposit Fund." The checks shall bear on their face "Proposition 65 Recoveries Fund" and the Attorney General's internal reference number for this matter (SD2015950011). The money paid to the Attorney General's Office pursuant to this paragraph shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health & Safety Code; (3) enforcement of the Unfair Competition Law, Business & Professions Code section 17200 et seq. as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions that benefit the State and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions investigated or initiated by the Attorney General for the benefit of the State of California and its citizens. The payment, and any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney General's Office as it pertains to the Environment Section of the Public Rights Division and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget. The checks shall be sent by certified or express mail to the attention of:

Robert Thomas
Legal Analyst
1515 Clay St., 20th Floor

P.O. Box 70550
Oakland, CA 94612-0550

A copy of the checks and cover letter shall be sent to:

Dennis A. Ragen
John W. Everett
California Department of Justice
600 West Broadway, Suite 1800
San Diego, CA 92101

10.1.3.3. Payment to ERC.

The payments to ERC, totaling $109,375 and including 12.5 percent of the civil penalty and $87,500 in attorneys' fees and costs, shall be paid by wire transfer to ERC's escrow account as follows: (1) within 10 days of the date of entry of the Consent Judgment, ERC shall be paid in the amount of $71,875; and (2) within 90 days of the date of entry of the Consent Judgment, ERC shall be paid in the amount of $37,500. ERC shall timely provide wire transfer instructions to HealthForce.

10.1.3.4 Payment to McCartney

The payment to McCartney of $9,000 for its assistance in this matter shall be paid within 90 days.

11. **ENFORCEMENT.**

11.1. This Consent Judgment may only be enforced by the Parties hereto in accordance with the terms herein. The People or ERC may, by motion or order to show cause before the Superior Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. ERC may only enforce the terms of this Consent Judgment provided that it has given prior notice to Settling Defendant and the Attorney General's Office, and the Attorney General's Office, after completion of the meet and confer process set forth in Section 11.4 below, either: (a) joins in such action; (b) provides written notice that it does not object to ERC's enforcement of any specific alleged violation; or (c) the Attorney General does not respond to ERC within thirty (30) days. The fact that the Attorney General provides such a written non-objection or does

not respond shall not be construed as endorsement of or concurrence in the enforcement action and shall not be admissible in Court except to show that ERC has complied with this Section.

11.2. Any further enforcement by ERC concerning Covered Products, and any action by HealthForce to enforce the terms of this Consent Judgment, is limited to enforcement pursuant to the terms of this Consent Judgment. This Consent Judgment provides no right of enforcement to any non-party.

11.3. In any action brought by the People or ERC to enforce this Consent Judgment, the People or ERC may seek whatever fines, costs, penalties, or remedies that are provided by law for failure to comply with the Consent Judgment. To the extent the failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other laws, the People only shall not be limited to enforcement of this Consent Judgment, but may seek in another action whatever fines, costs, penalties, or remedies that are provided by law for failure to comply with Proposition 65 or other laws.

11.4. A Party seeking to enforce this Consent Judgment shall provide the alleged violating party thirty (30) days advance written notice of the alleged violation or dispute. The Parties shall meet and confer during such thirty (30) day period in a good faith effort to try to reach agreement on an appropriate cure for the alleged violation or dispute. After such thirty (30) day period, if an agreement is not reached, the Party seeking to enforce may proceed as to the alleged violation as set forth herein. Where the alleged violation of this Consent Judgment would result in irreparable harm if immediate relief is not obtained, the People may immediately seek relief in the Superior Court of Alameda County without providing thirty (30) days written notice. ERC may only seek immediate relief provided it has complied with Section 11.1.

12. **NOTICES.**

Unless specified herein, all correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent to the Parties, or any of them, at the following addresses via: (i) first-class, registered or certified mail, return receipt requested; or (ii) overnight courier:

To the Defendant:

Ty Bell
HealthForce, Inc.
P.O Box 27740
Las Vegas, Nevada

With Copy to:

James Robert Maxwell
Rodgers Joseph O'Donnell, PC
311 California St., 10th Floor
San Francisco, CA 94104

To ERC:

Environmental Research Center Inc.
Chris Heptinstall, Executive Director
3111 Camino Del Rio North Suite 400
San Diego, CA. 92108

With Copy to:

Douglas J. Chermak
Lozeau Drury LLP
410 12th Street, Suite 250
Oakland, CA 94607

To the People:

Dennis A. Ragen
John W. Everett
California Department of Justice
600 West Broadway, Suite 1800
San Diego, CA 92101

13. **NO WAIVER OF THE RIGHT TO ENFORCE.**

The failure of the People, ERC, or Settling Defendant to enforce any provision of this Consent Judgment shall neither be deemed a waiver of such provision, nor in any way affect the validity of the Consent Judgment or the People, ERC, or Settling Defendant's enforcement authority. The failure of the People, ERC, or Settling Defendant to enforce any such provision in this Consent Judgment shall not preclude any of them from later enforcing the same or other provisions. No oral advice, guidance, suggestions, or comments by the People, ERC, or HealthForce, or by people or entities acting on behalf of any of them, regarding matters covered

in this Consent Judgment, shall be construed to relieve HealthForce of its obligations under this Consent Judgment.

14. **GOVERNING LAW AND FUTURE REGULATORY CHANGES.**

The terms of this Consent Judgment shall be governed by the laws of the State of California and they shall apply within the State of California. Nothing in this Consent Judgment shall relieve HealthForce from meeting any more stringent requirements that may be imposed by applicable law or by changes in applicable law. To the extent future statutory and regulatory changes make HealthForce's obligations less stringent than those provided for in this Consent Judgment, HealthForce may: (a) stipulate with the People and ERC to modify HealthForce's obligations and submit such stipulation to this Court for review and approval; or (b) apply to this Court by noticed motion to modify HealthForce's obligations.

15. **EQUAL AUTHORSHIP.**

This Consent Judgment shall be deemed to have been drafted equally by the Parties hereto. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting party shall not apply to the interpretation of this Consent Judgment. 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 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

16. **SEVERABILITY**

If, subsequent to the entry of this Consent Judgment, any of the provisions of this Consent Judgment are held by a Court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

17. **AMENDMENTS TO THIS CONSENT JUDGMENT.**

This Consent Judgment may be modified only by: (1) the express written agreement of the Parties with the approval of the Court; or (2) by an Order of this Court upon a noticed motion by

one or more of the Parties. Before filing a motion in this Court for a modification of the Consent Judgment, the Parties shall meet and confer with each other to determine whether each will consent to the proposed modification. If a proposed modification is agreed upon, then the Parties will present the modification to the Court by means of a stipulated modification to the Consent Judgment. Grounds for considering modification shall include any that are permitted by law.

18. **RETENTION OF JURISDICTION AND DISPUTE RESOLUTION.**

The Parties agree that the Court has continuing jurisdiction to interpret and enforce the provisions of this Consent Judgment, and to resolve any disputes that may arise under this Consent Judgment. Should a dispute arise as to the implementation of this Consent Judgment, the Parties shall meet and confer in an attempt the resolve the dispute. If the meet and confer process proves unsuccessful, any Party may, by noticed motion, request that the Court resolve the dispute. If the dispute involves a determination made by the People regarding the terms of this Consent Judgment, the party objecting to that determination will have the burden of challenging it.

19. **AUTHORITY TO ENTER STIPULATION.**

Each signatory below certifies that he or she is fully authorized by the Party he or she represents to enter into this stipulation, to execute it on behalf of the Party represented, and to legally bind that Party in consenting to the entry of the Consent Judgment.

20. **COUNTERPARTS.**

This stipulation may be executed in several counterpart originals, all of which taken together shall constitute an integrated document.

21. **COURT APPROVAL.**

This Consent Judgment shall be submitted to the Court for entry by noticed motion or as otherwise may be required or permitted by the Court. The Consent Judgment shall not be effective until it is approved and entered by the Court. If the Court does not enter this Consent Judgment in the form and substance proposed, it shall be of no force or effect and may not be used by the Parties, or any other person, for any purpose whatsoever.

**IT IS SO STIPULATED.**

Dated: _____, 2018

XAVIER BECERRA
Attorney General of California
DENNIS A. RAGEN
Deputy Attorney General

JOHN W. EVERETT
Deputy Attorney General
*Attorneys for the People of the State of California, ex rel. Attorney General Xavier Becerra*

Dated: 3/7, 2018

HEALTHFORCE, INC.

BY: Joe F. Spruel

ITS: VICE PRESIDENT

Dated: _____, 2018

ENVIRONMENTAL RESEARCH CENTER, INC.

BY: _____

ITS: _____

**IT IS SO ORDERED AND ADJUDGED.**

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT

**IT IS SO STIPULATED.**

Dated: _____, 2018

XAVIER BECERRA
Attorney General of California
DENNIS A. RAGEN
Deputy Attorney General

JOHN W. EVERETT
Deputy Attorney General
*Attorneys for the People of the State of California, ex rel. Attorney General Xavier Becerra*

Dated: _____, 2018

HEALTHFORCE, INC.

BY: _____

ITS: _____

Dated: 3/22/, 2018

ENVIRONMENTAL RESEARCH CENTER, INC.

BY: _____

ITS: _____

**IT IS SO ORDERED AND ADJUDGED.**

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT

**IT IS SO STIPULATED.**

Dated: 3/28, 2018

XAVIER BECERRA
Attorney General of California
DENNIS A. RAGEN
Deputy Attorney General

JOHN W. EVERETT
Deputy Attorney General
*Attorneys for the People of the State of California, ex rel. Attorney General Xavier Becerra*

Dated: _____, 2018

HEALTHFORCE, INC.

BY: _____

ITS: _____

Dated: _____, 2018

ENVIRONMENTAL RESEARCH CENTER, INC.

BY: _____

ITS: _____

**IT IS SO ORDERED AND ADJUDGED.**

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT

# EXHIBIT A

Products covered by this Consent Judgment ("Covered Products") include the products and/or brand names with the UPC Codes identified below in their current or substantially similar prior or future formulations, including all container sizes of the Covered Products (in tablet, capsule, or powder form) without regard to: (1) additional descriptive terms that may be used on the product labeling; and/or (2) different version numbers of the products identified on the product labeling. Specific UPC Codes for each of the Covered Products and their different sizes and forms (tablet, capsule, or powder) are included below. To the extent HealthForce, whether at the time of entry of this Consent Judgment or at any time thereafter, rebrands any of the Covered Products with the same or substantially similar formulations under different product or brand names and offers them for sale in California, those rebranded formulations shall be considered Covered Products. HealthForce shall promptly provide written notice to the People and to ERC of any such rebranded formulations, including an identification of the rebranded formulation by product name and UPC Code, and an identification of the Covered Product that the rebranded formulation is the same as or substantially similar to.

1. HealthForce Shilajit Supreme (UPC 650786003278 50 gm powder); (UPC 650786003285 120 caps); (UPC 650786003292 20 caps)

2. HealthForce Intestinal Movement Formula (UPC 650786000505 120 caps); (UPC 650786000062 50 caps)

3. HealthForce Liver Rescue (UPC 650786000475 120 caps); (UPC 650786000468 30 caps)

4. HealthForce Vitamineral Earth (UPC 650786000185 150 gm powder); (UPC 650786000123 300 gm powder); (UPC 650786000055 500 gm powder); (UPC 650786000154 20 gm powder)

5. HealthForce Greener Grasses (UPC 650786000246 5 oz powder); (UPC 650786000222 10 oz powder); (UPC 650786000321 20 gm powder)

6. HealthForce Vitamineral Green (UPC 650786000574 120 caps); (UPC 650786000116 20 gm powder); (UPC 650786000260 150 gm powder); (UPC 650786000239 300 gm powder); (UPC 650786000567 400 caps); (UPC 650786000215 500 gm powder)

7. HealthForce Intestinal Drawing Formula (UPC 650786000581 105 caps); (UPC 650786000598 260 caps); (UPC 650786000512 375 gm powder)

8. HealthForce Nopal Blood Sugar (UPC 650786000420 180 caps)

9. HealthForce Green Mush (UPC 650786000291 10 oz powder); (UPC 650786000284 5 oz powder); (UPC 650786000451 20 gm powder)

10. Warrior Force Elite Green Protein  Elite Mesquite  (UPC 818596010231 20 gm powder); (UPC 818596010149 500 gm powder)

11. Warrior Force Elite Green Protein Cool Green  (UPC 818596010248 20 gm powder); (UPC 818596010132 500 gm powder)

12. HealthForce Green Protein Alchemy Magic Mint (UPC 650786003261 150 gm powder); (UPC 650786001137 500 gm powder); (UPC 650786001175 20 gm powder)

13. HealthForce Green Protein Alchemy Desert Sun Blend (UPC 650786001144 500 gm powder); (UPC 650786003254 150 gm powder); (UPC 650786001182 20 gm powder)

14. HealthForce Scram (UPC 650786000529 150 caps)

15. HealthForce Internal Parasite Formula (UPC 650786000529 150 caps)

16. HealthForce MacaForce Dark Mint  (UPC 650786000369 350 gm powder); (UPC 650786000383 20 gm powder)

17. HealthForce MacaForce Vanilla Spice  (UPC 650786000352 350 gm powder); (UPC 650786000376 20 gm powder)

18. Warrior Force Warrior Food Natural (UPC 818596010026 250 gm powder); ( UPC 818596010033 1,000 gm powder)

19. Warrior Force Warrior Food Chocolate (UPC 818596010064 1,000 gm powder); (UPC 818596010057 250 gm powder); (UPC 818596010040 20 gr powder)

20. Warrior Force Warrior Food Vanilla  (UPC 818596010095 1,000 gm powder); (UPC 818596010088 250 gm powder); (UPC 818596010071 20 gm powder)

21. HealthForce Purity Protein Natural (UPC 650786001199 16 oz); (UPC 650786001205 20 gm)

22. HealthForce Purity Protein Vanilla (UPC 650786001151 16 oz); (UPC 650786001168 20 gm)

23. Warrior Force Warrior Shield Antioxidant (UPC 818596010217 120 caps); (UPC 818596010224 360 caps)

24. HealthForce Friendly Force  (UPC 650786000697 80 gm powder); (UPC 650786000727 120 caps); (UPC 650786000765 30 caps)

25. Warrior Force Warrior Endurance (UPC 818596010187 180 caps)

26. HealthForce Spirulina Azteca (UPC 650786000307 150 gm powder); (UPC 650786000338 500 gm powder); (UPC 650786000345 20 gm powder)

27. Warrior Force Warrior Greens (UPC 818596010156 150 gm powder); (UPC 818596010163 500 gm powder); (UPC 818596010170 400 caps); (UPC 818596010255 20 gm powder)

28. Warrior Force Warrior Core Foundation (UPC 818596010200 150 gm powder); (UPC 818596010194 500 gm powder); (UPC 818596010262 20 gm powder)

29. HealthForce Spirulina Manna (UPC 650786001212 1500 tabs); (UPC 650786000048 16 oz powder); (UPC 650786000253 5.25 oz powder); (UPC 650786001236 50 tabs); (UPC 650786000642 500 tabs); (UPC 650786000314 20 gm powder)

30. HealthForce Antioxidant Extreme (UPC 650786000031 120 caps); (UPC 650786000024 360 caps)