

1 Philip T. Emmons (SBN 124902)
Law Office of Philip T. Emmons
2 1990 North California Blvd., 8th Floor
Walnut Creek, CA 94596
3 T: (925) 287-6436
4 F: (925) 287-6437

5 Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER, INC.

6 Daniel B. Chammas (SNB 204825)
Ryan M. Andrews (SBN 274106)
7 Venable LLP
2049 Century Park East, Suite 2100
8 Los Angeles CA 90067

9 Attorneys for Defendant
RENEW LIFE FORMULAS, INC.

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA

13 ENVIRONMENTAL RESEARCH
14 CENTER, INC.,

15 Plaintiff,

16 v.

17 RENEW LIFE FORMULAS, INC.; and
18 DOES 1-50, inclusive,

19 Defendants.
20

Case No. RG14740218

[PROPOSED] CONSENT JUDGMENT

21
22 **1. INTRODUCTION**

23 **1.1** On September 11, 2014, Plaintiff Environmental Research Center, Inc. ("ERC"),
24 a non-profit corporation, as a private enforcer and in the public interest, initiated this action by
25 filing a Complaint for Injunctive Relief and Civil Penalties under the provisions of California's
26 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §
27 25249.5 *et seq.* (also known as and hereinafter referred to as "Proposition 65"), against Renew
28 Life Formulas, Inc. ("Renew Life"). On October 20, 2015, ERC filed a First Amended

1 Complaint for Injunctive Relief and Civil Penalties (the "Complaint"). In this action, ERC
2 alleges that a number of products manufactured, distributed, and/or sold by Renew Life contain
3 lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose
4 consumers to levels of lead requiring Proposition 65 warnings. These products (referred to
5 hereinafter individually as a "Covered Product" or collectively as "Covered Products") are:

- 6 1. ReNew Life Formulas ParaGone (*kit includes the below products*):
 - 7 a. ReNew Life Formulas ParaGone 1
 - 8 b. ReNew Life Formulas ParaGone 2
- 9 2. ReNew Life Formulas Liver Detox (*kit includes the below products*):
 - 10 a. ReNew Life Formulas Liver Detox 1 Morning Formula
 - 11 b. ReNew Life Formulas Liver Detox 2 Evening Formula
- 12 3. ReNew Life Formulas CleanseMore
- 13 4. ReNew Life Formulas Intestinal Bowel Soother
- 14 5. ReNew Life Formulas Intestinal Bowel Support (*kit includes the below*
15 *products*):
 - 16 a. ReNew Life Formulas Intestinal Bowel Support 1 Morning
17 Formula
 - 18 b. ReNew Life Formulas Intestinal Bowel Support 2 Evening
19 Formula
- 20 6. ReNew Life Formulas FirstCleanse (*kit includes the below products*):
 - 21 a. ReNew Life Formulas FirstCleanse 1 Morning Formula
 - 22 b. ReNew Life Formulas FirstCleanse 2 Evening Formula
- 23 7. ReNew Life Formulas FitSmart Fat Burner
- 24 8. ReNew Life Formulas Skinny Gut Ultimate Shake Natural Chocolate
25 Flavor
- 26 9. ReNew Life Formulas Skinny Gut Ultimate Shake Natural Vanilla Flavor
- 27 10. Advanced Naturals Total Body Detox (*kit contains the below products*)
 - 28 a. Advanced Naturals Total Body Detox 1 Detox with Total Body

1 Herbal Detox

2 b. Advanced Naturals Total Body Detox 2 Capture with Total Body
3 Fiber Blend

4 c. Advanced Naturals Total Body Detox 3 Eliminate with Total Body
5 Colon Cleanse

6 1.2 ERC and Renew Life are hereinafter sometimes referred to individually as a
7 “Party” or collectively as the “Parties”.

8 1.3 ERC is a California non-profit corporation dedicated to, among other causes,
9 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
10 and toxic chemicals, facilitating a safe environment for consumers and employees, and
11 encouraging corporate responsibility. ERC has diligently prosecuted this matter and is settling
12 this case in the public interest.

13 1.4 Renew Life is a corporation that, at all times relevant to this action, has employed
14 ten or more persons and is a “person in the course of doing business” within the meaning of
15 Proposition 65. Renew Life manufactures, distributes, and sells the Covered Products.

16 1.5 The Complaint is based on allegations contained in ERC’s Notices of Violations
17 of Proposition 65, dated January 31, 2014 and July 24, 2015, that were served on the California
18 Attorney General, other public enforcers, and Renew Life (“Notices”). True and correct copies
19 of the Notices are attached hereto as Exhibit A and are hereby incorporated by reference. More
20 than 60 days have passed since the Notices were mailed and uploaded to the California Attorney
21 General’s website, and no designated governmental entity has filed a complaint against Renew
22 Life with regard to the Covered Products or the alleged violations.

23 1.6 ERC’s Notices and the Complaint allege Renew Life has exposed and continues
24 to expose persons in California who use and or handle the Covered Products to the chemical lead
25 in excess of the exposure levels allowed under Proposition 65 without Renew Life first providing
26 clear and reasonable warnings, in violation of California Health and Safety Code § 25249.6.
27 Renew Life denies all material allegations contained in the Notices and Complaint, asserts
28 numerous affirmative defenses to the allegations of violations, and specifically denies the

1 Covered Products required a Proposition 65 warning or otherwise cause harm to any person.

2 **1.7** The Parties have entered into this Consent Judgment in order to settle,
3 compromise and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing
4 in this Consent Judgment shall constitute or be construed as an admission by any of the Parties,
5 or by any of their respective officers, directors, shareholders, employees, agents, parent
6 companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers,
7 distributors, wholesalers, or retailers.

8 **1.8** Except for the representations made above, nothing in this Consent Judgment, nor
9 compliance with this Consent Judgment, shall constitute or be construed as an admission by any
10 of the Parties of any fact, issue of law, or violation of law, at any time, for any purpose.

11 **1.9** Except as expressly provided herein, nothing in this Consent Judgment shall
12 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
13 other or future legal proceeding unrelated to these proceedings. This paragraph shall not
14 diminish or otherwise affect the obligations, responsibilities, and duties of any Party with respect
15 to this Consent Judgment.

16 **1.10** The "Effective Date" of this Consent Judgment is the date on which Plaintiff
17 gives notice to Defendant of entry of Judgment after this Consent Judgment is entered as a
18 Judgment by this Court.

19 **1.11** The only products covered by this Consent Judgment are the Covered Products
20 and the only chemical covered by this Consent Judgment is the chemical lead as related to the
21 Covered Products only.

22 **2. JURISDICTION AND VENUE**

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

1 this action based on the facts alleged in the Notices and Complaint.

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

3 **3.1** Beginning on the Effective Date, Renew Life shall be permanently enjoined from
4 manufacturing for sale in California, "Distributing into California," or directly selling to any
5 consumer located in California any Covered Product that has a "Daily Lead Exposure Level" of
6 more than 0.5 micrograms of lead exposure per day, unless it meets the warning requirements
7 under Section 3.2.

8 **3.1.1** As used in this Consent Judgment, the term "Distributing into California,"
9 means to ship a Covered Product into California for sale in California or to sell or provide any
10 Covered Product to a distributor that Renew Life knows will sell the Covered Product in
11 California.

12 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure Level"
13 shall be measured in micrograms, and shall be calculated using the following formula:
14 micrograms of lead per gram of product (as determined pursuant to the testing and quality
15 control methodology set forth in Sections 3.4.1 and 3.4.2), multiplied by grams of product per
16 serving of the product (using the largest serving size appearing on the product label), multiplied
17 by servings of the product per day (using the largest number of servings in a recommended
18 dosage appearing on the product label), which equals micrograms of lead exposure per day.

19 **3.2 Clear and Reasonable Warnings**

20 If Renew Life is required to provide a warning pursuant to Section 3.1, the following
21 warning must be utilized:

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

25 Renew Life shall use the phrase "cancer, and" in the warning only if the Daily Lead Exposure
26 Level is more than 15 micrograms of lead exposure per day. The terms "Proposition 65" and
27 "lead," indicated in brackets above, are optional.

28 Renew Life shall provide the Warning on at least one of the following: 1) on the

1 container, cap, or label of each Covered Product; 2) on Renew Life's checkout page on their
2 website for California consumers; 3) on Renew Life's insert in boxes of Covered Products
3 shipped to California; or 4) on Renew Life's packing list in boxes of Covered Products shipped
4 to California.

5 For a Warning appearing on the checkout page, insert, or packing list, Renew Life shall
6 identify with an asterisk (or some other identifying method) each product to which the Warning
7 applies and Renew Life shall not include a Warning that does not identify (with an asterisk or
8 some other identifying method) the product to which the Warning applies.

9 For a Warning appearing on the container, cap, or label of the Covered Product, the
10 Warning shall be securely affixed to or printed upon the container, cap, or label of the Covered
11 Product. The Warning shall be displayed with such conspicuousness, as compared with other
12 words, statements, or design of the label, container or cap, as applicable, to render the Warning
13 likely to be read and understood by an ordinary individual under customary conditions of
14 purchase or use of the product. The Warning appearing on the label, container, or cap shall be at
15 least the same size as the largest of any other health or safety warnings correspondingly
16 appearing on the label, container, or cap, as applicable, of such product, and the word
17 "WARNING" shall be in all capital letters and in bold print.

18 If Renew Life provides the Warning in an insert, Renew Life shall provide one insert
19 Warning for each Covered Product in a box or one insert warning that lists all of the Covered
20 Products in the box. The insert Warning will be a minimum of 5 inches x 7 inches. If Renew
21 Life provides the Warning in a packing list, the packing list shall identify each Covered Product
22 with an asterisk, and the Warning must be present on the front of the packing list. If a Warning
23 is provided in an insert or packing list, the Covered Products may be returned by the consumer
24 for a refund within 30 days of the invoice date if the consumer references the Warning as a
25 reason for the return. If Renew Life provides the Warning in an insert, the Warning must be
26 present on the front of the insert.

27 3.3 Reformulated Covered Products

28 A Reformulated Covered Product is one for which the Daily Lead Exposure Level

1 contains no more than 0.5 micrograms of lead per day as determined by the quality control
2 methodology described in Section 3.4. The testing and quality control methodology set forth in
3 Section 3.4 applies only to Covered Products that Renew Life seeks to sell or distribute in
4 California as Reformulated Covered Products without complying with the warning requirements
5 of Section 3.2.

6 **3.4 Testing and Quality Control Methodology**

7 **3.4.1** Renew Life shall arrange for at least three consecutive years and at least
8 once a year, for the lead testing of three randomly selected samples of each Covered Product in
9 the form intended for sale to the end user to be distributed or sold in California. Renew Life
10 shall not sell the Covered Product to consumers in California without complying with the
11 warning requirements specified in Section 3.2 unless all test results from three randomly selected
12 samples of the Covered Product, in the form intended for sale to the end-user, demonstrate that
13 no warning is required for the Covered Product. If future test results during the three-year
14 testing period show that a warning is required for a Covered Product, then Renew Life shall
15 comply with the warning requirements of Section 3.2 commencing 10 business days after receipt
16 of such test results, and shall continue to comply with the warning requirements unless and until
17 three randomly selected samples of the Covered Product demonstrate that a warning is no longer
18 required. If Renew Life changes ingredient suppliers for the Covered Product and/or
19 reformulates the Covered Product after the initial three year testing period, Renew Life shall test
20 that Covered Product after such change is made and shall comply with the warning requirements
21 unless three randomly selected samples of the Covered Product show that Proposition 65
22 warnings are not required.

23 **3.4.2** For purposes of measuring the "Daily Lead Exposure Level," the highest
24 lead detection result of the three (3) randomly selected samples of the Covered Product will be
25 controlling.

26 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
27 laboratory method that complies with the performance and quality control factors appropriate for
28 the method used, including limit of detection, qualification, accuracy, and precision that meets

1 the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") achieving a
2 limit of quantification of less than or equal to 0.010 mg/kg or any other testing method
3 subsequently agreed to in writing by the Parties.

4 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
5 independent third party laboratory certified by the California Environmental Laboratory
6 Accreditation Program or an independent third-party laboratory that is registered with the United
7 States Food & Drug Administration.

8 **3.4.5** Nothing in this Consent Judgment shall limit Renew Life's ability to
9 conduct, or require that others conduct, additional testing of the Covered Product, including the
10 raw materials used in their manufacture.

11 **3.5 Sell Through Period.** Notwithstanding anything else in this Consent Judgment,
12 Renew Life's Covered Products that were manufactured prior to the Effective Date shall be
13 subject to the release of liability pursuant to Section 6 of this Consent Judgment, without regard
14 to when such Covered Products were, or are in the future, distributed or sold to consumers. As a
15 result, the obligations of Renew Life as set forth in this Consent Judgment, including but not
16 limited to Section 3, do not apply to these products manufactured prior to the Effective Date.

17 **4. SETTLEMENT PAYMENT**

18 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of further civil
19 penalties, attorney's fees, and costs, Renew Life shall make a total payment of \$220,000.00
20 ("Total Settlement Amount") to ERC within 5 days of the Effective Date. Renew Life shall
21 make this payment by wire transfer to EC's escrow account, for which ERC will give Renew
22 Life the necessary account information. The Total Settlement Amount shall be apportioned as
23 set forth in Sections 4.2-4.4.

24 **4.2** \$100,960.00 shall be considered a civil penalty pursuant to California Health and
25 Safety Code § 25249.7(b)(1). ERC shall remit 75% (\$75,720.00) of the civil penalties to the
26 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
27 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
28 Code § 25249.12(c). ERC will retain the remaining 25% (\$25,240.00) of the civil penalty.

1 **4.3** \$7,046.71 shall be distributed to ERC as reimbursement to ERC for reasonable
2 costs incurred in bringing this action; and \$76,174.25 shall be distributed to ERC in lieu of
3 further civil penalties, for the day-to-day business activities such as (1) continued enforcement of
4 Proposition 65, which includes, but is not limited to, work analyzing, researching and testing
5 consumer products that may contain Proposition 65 chemicals, focusing on the same or similar
6 type of ingestible products that are the subject matter of the current action; (2) the continued
7 monitoring of past consent judgments and settlements to ensure companies are in compliance
8 with Proposition 65; and (3) giving a donation of \$3,800.00 to Natural Resource Defense
9 Council to address reducing toxic chemical exposures in California.

10 **4.4** \$19,387.50 shall be distributed to Philip T. Emmons as reimbursement of ERC's
11 attorney's fees, while \$16,431.54 shall be distributed to ERC for its in-house legal fees.

12 **5. COSTS AND FEES**

13 Except as expressly provided herein, each Party shall bear its own attorney's fees, costs
14 and expenses in this action.

15 **6. RELEASE**

16 **6.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
17 behalf of itself and in the public interest, and Renew Life, of any alleged violation of Proposition
18 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to
19 lead from the handling, use, or consumption of the Covered Products and fully resolves all
20 claims that have been or could have been asserted in this action up to and including the Effective
21 Date for failure to provide Proposition 65 warnings for the Covered Products. ERC, on behalf of
22 itself and in the public interest, hereby discharges Renew Life and its respective officers,
23 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
24 suppliers, franchisees, licensees, customers (not including private label customers of Renew
25 Life), distributors, wholesalers, retailers, and all other upstream and downstream entities in the
26 distribution chain of any Covered Product, and the predecessors, successors and assigns of any of
27 them (collectively, "Released Parties"), from any and all claims, actions, causes of action, suits,
28 demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that could have

1 been asserted, as to any alleged violation of Proposition 65 arising from the failure to provide
2 Proposition 65 warnings on the Covered Products up through and including the Effective Date

3 **6.2** ERC on behalf of itself only, on the one hand, and Renew Life, on the other hand,
4 further waive and release any and all claims they may have against each other and their
5 respective officers, directors, employees, agents, representatives and attorneys for any and all
6 statements or actions made or undertaken by them or their respective officers, directors,
7 employees, agents, representatives and attorneys in the course of seeking or opposing
8 enforcement of Proposition 65 in connection with the Notices or Complaint up through the
9 Effective Date.

10 **6.3** It is possible that other claims not known to the Parties arising out of the facts
11 alleged in the Notice or the Complaint and relating to the Covered Product will develop or be
12 discovered. ERC on behalf of itself only, on one hand, and Renew Life, on the other hand,
13 acknowledge that this Consent Judgment is expressly intended to cover and include all such
14 claims up through the Effective Date, including all rights of action therefore. ERC and Renew
15 Life acknowledge that the claims released in Sections 6.1 and 6.2 above may include unknown
16 claims, and nevertheless waive California Civil Code section 1542 as to any such unknown
17 claims. California Civil Code section 1542 reads as follows:

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

21 ERC on behalf of itself only, on the one hand, and Renew Life, on the other hand,
22 acknowledge and understand the significance and consequences of this specific waiver of
23 California Civil Code section 1542.

24 **6.3** Compliance with the terms of this Consent Judgment shall be deemed to
25 constitute compliance with Proposition 65 by Renew Life regarding alleged exposures to lead
26 from the Covered Products as set forth in the Notices and the Complaint.

27 **6.4** Nothing in the release in Section 6.1 is intended to apply to any of Renew Life's
28 products other than the Covered Products.

1 **7. COURT APPROVAL**

2 7.1 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 7.2 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 prior to the
7 hearing on the motion.

8 7.3 If this Consent Judgment is not approved by the Court, it shall be void and have
9 no force or effect.

10 **8. RETENTION OF JURISDICTION**

11 8.1 This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
12 this Consent Judgment.

13 8.2 If ERC alleges that any Covered Product fails to qualify as a Reformulated
14 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
15 inform Renew Life in a reasonably prompt manner of its test results, including information
16 sufficient to permit Renew Life to identify the Covered Product at issue. The Parties shall first
17 attempt to resolve the matter prior to ERC taking any further legal action.

18 8.3 In the event that Proposition 65 is repealed or preempted then all of Renew Life's
19 duties under this Consent Judgment shall terminate automatically without the need for further
20 action of the parties, but the releases in Section 6 shall remain binding. Should there be an
21 amendment to Proposition 65 or should OEHHA promulgate regulations that establish a
22 Maximum Allowable Dose Level ("MADL") of lead that is more or less stringent than 0.5
23 micrograms per day, this Consent Judgment shall be deemed modified on the date the
24 amendment becomes final to incorporate the new standard, provided however, such time period
25 shall be extended to include the completion through final appeal of timely filed legal challenges.
26 The new MADL shall thereafter replace the references in this Consent Judgment to 0.5
27 micrograms.

28 ///

1 **9. MODIFICATION OF CONSENT JUDGMENT**

2 **9.1** This Consent Judgment may be modified after the Effective Date only after all
3 three of the following requirements are met: (1) a written agreement of the Parties to seek a
4 modified Consent Judgment or a modification to the Consent Judgment; (2) a joint motion or
5 joint application by the Parties to the Court requesting entry of a modified Consent Judgment or
6 a modification to the Consent Judgment; and (3) the entry by the Court of a modified Consent
7 Judgment or a modification to the Consent Judgment, which is based on such agreement of the
8 Parties and on such a joint motion or joint application by the Parties to the Court.

9 **9.2** If Renew Life seeks to modify this Consent Judgment, then Renew Life must
10 provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to meet and confer
11 regarding the proposed modification in the Notice of Intent, then ERC must provide written
12 notice to Renew Life within thirty days of receiving the Notice of Intent. If ERC notifies Renew
13 Life in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and
14 confer in good faith as required in this Section. The Parties shall meet in person or via telephone
15 within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty days
16 of such meeting, if ERC disputes the proposed modification, ERC shall provide to Renew Life a
17 written basis for its position. The Parties shall continue to meet and confer for an additional
18 thirty (30) days in an effort to resolve any remaining disputes. Should it become necessary, the
19 Parties may agree in writing to different deadlines for the meet-and-confer period.

20 **9.3** In the event that Renew Life initiates or otherwise requests a modification under
21 Section 5.1 for its primary benefit, and the meet and confer process leads to a joint motion or
22 application of the Consent Judgment at Renew Life's request, then Renew Life shall reimburse
23 ERC its costs and reasonable attorney's fees for the time spent in the meet-and-confer process
24 and filing and arguing the motion or application, provided that ERC must inform Renew Life of
25 its anticipated attorney's fees and costs prior to any such motion or application, and such
26 anticipated amount shall be the maximum amount of attorney's fees and costs for which Renew
27 Life shall be required to reimburse ERC without prior written approval from Renew Life.

28 ///

1 **5.4** Where the meet-and-confer process does not lead to a joint motion or application
2 in support of a modification of the Consent Judgment, then either Party may seek judicial relief
3 on its own. In such a situation, the prevailing Party may seek to recover costs and reasonable
4 attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party
5 who is successful in obtaining relief more favorable to it than the relief that the other party was
6 amenable to providing during the Parties' good faith attempt to resolve the dispute that is the
7 subject of the modification.

8 **10. ENFORCEMENT OF CONSENT JUDGMENT; GOOD FAITH ATTEMPT TO**
9 **RESOLVE DISPUTES**

10 If a dispute arises with respect to any Party's compliance with the terms and/or conditions
11 of this Consent Judgment after its entry by the Court, the Parties shall make a good faith attempt
12 to resolve the dispute by meeting and conferring in person, by telephone or by written
13 communication before seeking relief from the Court. No action or motion by any Party to
14 enforce this Consent Judgment may be filed in the absence of such good faith attempt to resolve
15 the dispute beforehand. If the dispute is not resolved after such an attempt, this Consent
16 Judgment may be enforced in this Court pursuant to Code of Civil Procedure § 664.4 or any
17 other valid provision of the law. The prevailing party in any such dispute brought to this Court
18 for resolution shall be awarded all reasonable costs and attorney's fees. As used in the preceding
19 sentence, the term "prevailing party" means a party who is successful in obtaining relief more
20 favorable to it than the relief the other party was agreeable to providing during the Parties' good
21 faith attempt to resolve the dispute that is the subject of such an enforcement proceeding.

22 **11. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

26 **12. GOVERNING LAW**

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

1 **13. RELATION TO OUT-OF-STATE COVERED PRODUCTS**

2 This Consent Judgment shall have no application to Covered Products that are distributed
3 and/or sold exclusively outside the State of California.

4 **14. DRAFTING**

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

13 **15. ENTIRE AGREEMENT**

14 This Consent Judgment contains the sole and entire agreement and understanding of the
15 Parties with respect to the entire subject matter hereof, and supersedes and replaces any and all
16 prior agreements or understandings, written or oral, with regard to the matters set forth herein.
17 No other agreements or understandings not specifically referred to herein, oral or otherwise, shall
18 be deemed to exist or to bind any of the Parties.

19 **16. EXECUTION IN COUNTERPARTS**

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

23 **17. NOTICES**

24 All notices required by this Consent Judgment to be given to any Party by another Party
25 shall be in writing and sent to the following agents listed below by: (a) first-class registered or
26 certified mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may
27 also be sent.

28 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

1 Chris Heptinstall, Executive Director
2 Environmental Research Center
3 3111 Camino Del Rio North, Suite 400
4 San Diego, CA 92108
5 Email: chris_erc501c3@yahoo.com

6 With a copy to:

7 Philip T. Emmons
8 Law Office of Philip T. Emmons
9 1990 N. California Blvd., 8th Floor
10 Walnut Creek, CA 94596

11 **FOR RENEW LIFE FORMULAS, INC.:**

12 Ron Fugate
13 198 Alt. 19 South
14 Palm Harbor, FL. 34683

15 With a copy to:

16 Daniel B. Chammas
17 Ryan M. Andrews
18 Venable LLP
19 2049 Century Park East, Suite 2100
20 Los Angeles, CA 90067

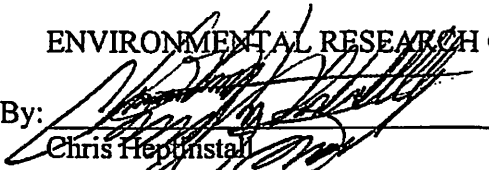
21 **18. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT**

22 Each person signing this Consent Judgment on behalf of a Party certifies that he or she is
23 fully authorized by that Party to stipulate to the terms and conditions of this Consent Judgment
24 on behalf of that Party, to enter into and execute this Consent Judgment on behalf of that Party,
25 and to legally bind that Party to this Consent Judgment. Each person signing this Consent
26 Judgment on behalf of a Party represents and warrants that he or she has read and understands
27 this Consent Judgment, and agrees to all of the terms and conditions of this Consent Judgment on
28 behalf of that Party.

IT IS SO STIPULATED:

Dated: 11/18/2015

ENVIRONMENTAL RESEARCH CENTER, INC.

By: 
Chris Heptinstall
Executive Director

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 11/23/15

RENEW LIFE FORMULAS, INC.

By: Ronald L. Fugate

Name: RONALD L. FUGATE
Title: CEO

APPROVED AS TO FORM:

Dated: 11/19/15

LAW OFFICE OF PHILIP T. EMMONS

By: Philip T. Emmons

Philip T. Emmons
Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER, INC.

Dated: 11/23/15

VENABLE LLP

By: Daniel B. Chammas

Daniel B. Chammas
Attorneys for Defendants
RENEW LIFE FORMULAS, INC.

ORDER AND JUDGMENT

Based on the Parties' stipulation, and good cause appearing therefor, this Consent Judgment is approved and judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Judge of the Superior Court

EXHIBIT A

LAW OFFICE OF
PHILIP T. EMMONS
1990 N. California Blvd., 8th Floor
Walnut Creek, CA 94596
Tel: (925) 287-6436

January 31, 2014

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.*
(PROPOSITION 65)**

VIA CERTIFIED MAIL

Current President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

Stan Watson
(ReNew Life Formulas, Inc.'s Registered
Agent for Service of Process)
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

Current President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

Stan Watson
(ReNew Life Formulas, Inc.'s Registered
Agent for Service of Process)
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

VIA ONLINE SUBMISSION

Office of the California Attorney General

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator

identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter the "Violator") is:

ReNew Life Formulas, Inc.

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

1. **ReNew Life Formulas ParaGone (*kit includes the below products*)- Lead**
 - a. **ReNew Life Formulas ParaGone 1**
 - b. **ReNew Life Formulas ParaGone 2**
2. **ReNew Life Formulas Liver Detox (*kit includes the below products*) - Lead**
 - a. **ReNew Life Formulas Liver Detox 1 Morning Formula**
 - b. **ReNew Life Formulas Liver Detox 2 Evening Formula**
3. **ReNew Life Formulas CleanseMore - Lead**
4. **ReNew Life Formulas Intestinal Bowel Soother - Lead**
5. **ReNew Life Formulas Intestinal Bowel Support (*kit includes the below products*) - Lead**
 - a. **ReNew Life Formulas Intestinal Bowel Support 1 Morning Formula**
 - b. **ReNew Life Formulas Intestinal Bowel Support 2 Evening Formula**
6. **ReNew Life Formulas FirstCleanse (*kit includes the below products*) - Lead**
 - a. **ReNew Life Formulas FirstCleanse 1 Morning Formula**
 - b. **ReNew Life Formulas FirstCleanse 2 Evening Formula**
7. **ReNew Life Formulas FitSmart Fat Burner - 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.

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

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


Approximate Time Period of Violations. Ongoing violations have occurred every day since at least January 31, 2011, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these

known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



Philip T. Emmons, Esq.

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to ReNew Life Formulas, Inc. and its Registered Agent for Service of Process only)

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

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by ReNew Life Formulas, Inc.

I, Philip T. Emmons, hereby declare:

1. This Certificate of Merit accompanies the attached 60-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 chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged 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: January 31, 2014

Philip T. Emmons

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 January 31, 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 President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

Current President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

Stan Watson
(ReNew Life Formulas, Inc.’s Registered
Agent for Service of Process)
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

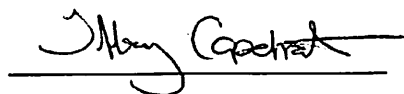
Stan Watson
(ReNew Life Formulas, Inc.’s Registered
Agent for Service of Process)
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

On January 31, 2014, I electronically served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following party by uploading a true and correct copy thereof on the California Attorney General’s website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

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

On January 31, 2014, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by Priority Mail.

Executed on January 31, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

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

January 31, 2014

Page 6

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 1800 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	

APPENDIX A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA's implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. The statute is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.¹ These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. This means that chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as

¹ All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.

damage to female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at:

http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html.

Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before “knowingly and intentionally” exposing that person to a listed chemical unless an exemption applies; for example, when exposures are sufficiently low (see below). The warning given must be “clear and reasonable.” This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

Grace Period. Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

Governmental agencies and public water utilities. All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "No Significant Risk Levels" (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level" divided by a 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures to Naturally Occurring Chemicals in a Food. Certain exposures to chemicals that occur in foods naturally (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant² it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

Discharges that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" level for chemicals that cause cancer or that is 1,000 times below the "no observable effect" level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

² See Section 25501(a)(4)

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys. Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. The notice must comply with the information and procedural requirements specified in Section 25903 of the regulations and in Title 11, sections 3100-3103. A private party may not pursue an independent enforcement action under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court to stop committing the violation.

FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at P65Public.Comments@oehha.ca.gov.

Revised: July, 2012

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.9, 25249.10 and 25249.11, Health and Safety Code.

LAW OFFICE OF
PHILIP T. EMMONS
1990 N. California Blvd., 8th Floor
Walnut Creek, CA 94596
Tel: (925) 287-6436

July 24, 2015

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

VIA CERTIFIED MAIL

Current President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

VIA PRIORITY MAIL

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

Ron Fugate
(ReNew Life Formulas, Inc.'s Registered
Agent for Service of Process)
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

Current President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

Ron Fugate
(ReNew Life Formulas, Inc.'s Registered
Agent for Service of Process)
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

VIA ONLINE SUBMISSION

Office of the California Attorney General

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to

Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served on the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter the "Violator") is:

ReNew Life Formulas, Inc.

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

- 1. ReNew Life Formulas Skinny Gut Ultimate Shake Natural Chocolate Flavor - Lead**
- 2. ReNew Life Formulas Skinny Gut Ultimate Shake Natural Vanilla Flavor - Lead**
- 3. Advanced Naturals Total Body Detox (*kit contains the below products*) - Lead**
 - a) Advanced Naturals Total Body Detox 1 Detoxify with Total Body Herbal Detox**
 - b) Advanced Naturals Total Body Detox 2 Capture with Total Body Fiber Blend**
 - c) Advanced Naturals Total Body Detox 3 Eliminate with Total Body Colon Cleanse**

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

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

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

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least July 24, 2012, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until this known toxic chemical is either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemical. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to this chemical.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemical, or provide appropriate warnings on the labels of these products; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above products in the last three years. Such a resolution will

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

July 24, 2015

Page 3

prevent further unwarned consumer exposures to the identified chemical, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



Philip T. Emmons, Esq.

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to ReNew Life Formulas, Inc. and its Registered Agent for Service of Process only)

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

Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by ReNew Life Formulas, Inc.

CERTIFICATE OF MERIT
Health and Safety Code Section 25249.7(d)

I, Philip T. Emmons, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party identified in the notice have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the 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 alleged exposure to the listed chemical that is the subject of the action.
4. Based on the information obtained through those consultants, and on all 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 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. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 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: July 24, 2015

Philip T. Emmons

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 July 24, 2015, 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 President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

Current President or CEO
ReNew Life Formulas, Inc.
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

Ron Fugate
(ReNew Life Formulas, Inc.'s Registered
Agent for Service of Process)
198 Palm Harbor Blvd. (Alt. 19) South
Palm Harbor, FL 34683

Ron Fugate
(ReNew Life Formulas, Inc.'s Registered
Agent for Service of Process)
198 Palm Harbor Boulevard
Palm Harbor, FL 34683

On July 24, 2015, I verified 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)** were served on the following party when a true and correct copy thereof was uploaded 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 July 24, 2015, 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 July 24, 2015, in Fort Oglethorpe, Georgia.



Phyllis Dunwoody

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

July 24, 2015

Page 6

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 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 3 rd 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 5 th 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	

APPENDIX A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA's implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. The statute is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.¹ These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. This means that chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as

¹ All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.

damage to female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at:

http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html.

Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before “knowingly and intentionally” exposing that person to a listed chemical unless an exemption applies; for example, when exposures are sufficiently low (see below). The warning given must be “clear and reasonable.” This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

Grace Period. Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

Governmental agencies and public water utilities. All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "No Significant Risk Levels" (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level" divided by a 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures to Naturally Occurring Chemicals in a Food. Certain exposures to chemicals that occur in foods naturally (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant² it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

Discharges that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" level for chemicals that cause cancer or that is 1,000 times below the "no observable effect" level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

² See Section 25501(a)(4)

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys. Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. The notice must comply with the information and procedural requirements specified in Section 25903 of the regulations and in Title 11, sections 3100-3103. A private party may not pursue an independent enforcement action under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court to stop committing the violation.

FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at P65Public.Comments@oehha.ca.gov.

Revised: July, 2012

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.9, 25249.10 and 25249.11, Health and Safety Code.