

FELICE JOHN VITI, Acting United States Attorney (#7007)
LUISA GOUGH, ASSISTANT UNITED STATES ATTORNEY (#17221)
Attorneys for the United States of America
111 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: (801) 524-5682

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH

UNITED STATES OF AMERICA,

Plaintiff,

vs.

BARLOW HERBAL SPECIALTIES LLC

Defendant.

Case No. 2:25-cr-00405

**DEFERRED PROSECUTION
AGREEMENT**

Magistrate Judge Daphne A. Oberg

DEFERRED PROSECUTION AGREEMENT

Defendant Barlow Herbal Specialties LLC (“Defendant” or the “Company”), pursuant to authority of the Company’s sole owner and manager set forth in the attached Certification of Corporate Defendant (**Appendix A**), and the United States Attorney’s Office for the District of Utah (“USAO”), enter into this Deferred Prosecution Agreement (the “Agreement”) in the above-captioned matter.

Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the USAO will file the attached Criminal Information (the “Information”) (**Appendix B**) in the United States District Court for the District of Utah charging the Company with one misdemeanor count of 16 U.S.C. § 3372(a).

2. The Company (a) knowingly waives any right it may have to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) agrees to venue of the case in the District of Utah and knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the attached Statement of Facts (“Statement”) (**Appendix C**); (c) knowingly waives any applicable statute of limitations and any legal or procedural defects in the Information; and (d) consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Utah.

3. The Company admits and accepts responsibility under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the Statement, and that the allegations described in the Information and the facts described in the Statement are true and accurate. The Company agrees that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, it will not dispute the attached Statement.

Deferred Prosecution

4. In consideration of the Company’s obligations under this Agreement (both those in paragraphs 1 through 3 above and those in paragraphs 5 through 16 below), the USAO agrees to defer prosecution of the Company for the conduct set forth in the Statement pursuant to the terms and conditions described below.

5. The USAO further agrees that if the Company fully complies with all obligations under this Agreement, the USAO shall not prosecute the Company and, at the conclusion of the Term, this Agreement shall expire.

Term of the Agreement

6. This Agreement is effective for a period beginning on the date on which the Information is filed and ending six (6) months from that date (“Term”). The Company agrees, however, that, in the event the USAO determines that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill any of its obligations under this Agreement, an extension or extensions of the Term may be imposed by the USAO for up to one additional year. Any extension of the Agreement extends all terms of this Agreement, including the terms contained in the Corporate Compliance Obligations (**Appendix D**).

Breach of the Agreement

7. If, during the Term, the Company fails to completely perform or fulfill any of the Company’s obligations under the Agreement, the Company shall thereafter be subject to prosecution for the charges in the Information.

8. In the event the USAO determines that the Company has breached this Agreement, the USAO agrees to provide the Company written notice within 7 days of learning of such breach. Within 30 days of receipt of such notice, the Company shall have the opportunity to respond to the USAO in writing explaining the nature and circumstances of any alleged breach, as well as actions by the Company to address and remediate the breach which the USAO shall consider in determining whether to pursue prosecution.

Payment of Restitution and Remediation

9. The Company agrees to pay \$30,000 in restitution within six (6) months of full execution of this Agreement.

10. The Company agrees to pay \$28,064 in remediation within six (6) months of full execution of this Agreement.

11. Payment shall be made pursuant to the instructions set forth in the attached Payment Instructions (**Appendix E**).

Forfeiture

12. The Company agrees to forfeiture of the following assets to federal agencies:

- a. Lomatium roots located at the home of Jane Christensen (the “Residence”);
- b. Lomatium product in the curing process located at the Residence;
- c. Lomatium finished product located at the Residence; and
- d. Lomatium balm product located at the Company and Residence.

13. The Company further agrees to waive constitutional and statutory challenges to forfeiture, including that the forfeiture constitutes an excessive fine or punishment.

Corporate Compliance Obligations

14. The Company represents that it has begun to implement a compliance program, as set forth in the attached Corporate Compliance Obligations (**Appendix D**), including (a) a Lacey Act Compliance Plan; (b) policies to ensure that none of its employees, agents, or third-party suppliers in its supply chain source plants, parts of plants (including Lomatium root), or finished product from federal lands without a permit; (c) industry and customer communication to promote an industry understanding of the Lacey Act requirements, and applicable permit requirements on federal lands; and (d) engagement of a third-party consultant to audit compliance with the Corporate Compliance Obligations on an annual basis, and to provide the audit report to the government.

Relevant Considerations

15. The USAO agrees to enter into this Agreement based on the individual facts and circumstances of the matter and the Company, including:

- a. The nature of the offense and conduct described in the Statement;
- b. The Company's recognition and affirmative acceptance of responsibility;
- c. The Company's cooperation under U.S.S.G. § 8C2.5(g)(2), including (i) providing substantial assistance with the investigation; (ii) previously ceasing sales of Lomatium product until this resolution was reached; (iii) immediately quarantining inventory of its Lomatium products pending resolution of this matter; (iv) voluntarily agreeing to forfeiture of all Lomatium roots and product whose legal harvest could not be verified; (v) promptly preserving, collecting and producing voluminous information, including complex financial information, at the request of the USAO; (vi) providing to the USAO all relevant facts known to it, including information about the individuals involved in the conduct described in the attached Statement; and (vii) ceasing trade of wildcrafted Lomatium roots.
- d. The Company has enhanced, and will continue to enhance its compliance program and internal controls, including implementing the elements set forth in the attached Corporate Compliance Obligations.
- e. The Company has had no prior criminal history or civil resolutions.

16. Upon due consideration of (a) through (e) above, the USAO has determined that a Deferred Prosecution as set forth in this Agreement is the appropriate resolution in this case.

Binding On The Company's Successors

17. This Agreement is binding on any successors in interest of the Company, including if the Company undergoes any change in corporate form, sale, merger, or transfer of business operations.

Public Statements by the Company

18. The Company agrees that it shall not make any public statement through any authorized representative such as counsel, directors, officers or employees, contradicting acceptance of responsibility set forth in this Agreement or the Statement.

19. The Company shall be permitted to raise defenses and assert affirmative claims in other proceedings relating to the events in the Statement provided that such defenses or claims do not contradict the Statement.

Notice

20. Any notice to the Parties under this Agreement shall be given by electronic mail as follows:

- a. To the USAO: Luisa Gough, Assistant U.S. Attorney, 111 South Main Street, Suite 1800, Salt Lake City, Utah 84111; (801) 524-5682; LGough@usa.doj.gov.
- b. To the Company: Paul Grant. attorneypgrant@hotmail.com
- c. To Jane Christensen: Paul Grant. attorneypgrant@hotmail.com

Complete Agreement

21. This Agreement, including its appendices, sets forth all the terms of the Agreement between the Company and the USAO. No amendments, modifications or additions

to this Agreement shall be valid unless they are in writing and signed by the USAO, the attorney for the Company and a duly authorized representative of the Company.

AGREED:

Jane Christensen
Barlow Herbal Specialties LLC
Jane Christensen
Sole Member & Manager

Date: Nov. 5, 2025

Paul Grant
Paul Grant
Counsel to Barlow Herbal Specialties LLC

Date: Nov. 5, 2025

FELICE JOHN VITI
Acting United States Attorney

Luisa Gough
LUISA GOUGH
Assistant United States Attorney

Date: Nov. 3, 2025

Acknowledgement of Legal Counsel

I certify that I have discussed this Deferred Prosecution Agreement with the Company and the Company Representative, that I have fully explained the rights to the Company and the Company Representative, and that I have assisted the Company in completing this Deferred Prosecution Agreement. I believe that the Company is

knowingly entering the plea Deferred Prosecution Agreement with full knowledge of its legal rights and that there is a factual basis for the Deferred Prosecution Agreement.

DATED this 5th day of November, 2025.

Paul Grant
PAUL GRANT
Attorney for the Company

I represent that all terms of the Deferred Prosecution Agreement between the Defendant and the United States have been, or will be disclosed to the Court, and there are no undisclosed agreements between the Defendant and the United States.

DATED this 3rd day of November, 2025.

FELICE JOHN VITI
Acting United States Attorney

Luisa Gough
LUISA GOUGH
Assistant United States Attorney

APPENDIX A

Certification of Corporate Defendant

1. I, Jane Christensen, am over the age of twenty-one.
2. I certify that I am the sole member, manager, and owner of the Barlow Herbal Specialties LLC (the “Company”) and am duly authorized by the Company to execute this Agreement on behalf of the Company.
3. I have read and understand the terms of this Agreement and voluntarily agree on behalf of the Company, to each of its terms.
4. Before signing this Agreement, I consulted and reviewed every part of the Agreement with counsel for the Company, Paul Grant. Counsel has fully advised me of the rights of the Company, of possible defenses, and of the consequences of, and alternatives to, entering into this Agreement on behalf of the Company.
5. No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement.
6. I am fully satisfied with outside counsel’s representation of the Company in this matter.

DATED this 5th day of November, 2025.

Barlow Herbal Specialties LLC

By: Jane Christensen
Name: Jane Christensen
Title: Sole member and manager

APPENDIX B

Criminal Information

FELICE JOHN VITI, United States Attorney (#7007)
LUISA GOUGH, Assistant United States Attorney (#17221)
Attorneys for the United States of America
Office of the United States Attorney
111 S. Main Street, Suite 1800
Salt Lake City, Utah 84111-2176
Telephone: (801) 325-3257

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

BARLOW HERBAL SPECIALTIES
LLC,

Defendant.

MISDEMEANOR INFORMATION

COUNT I: 16 U.S.C. § 3372(a)(1),
(LACEY ACT MISDEMEANOR)

The Acting United States Attorney charges:

COUNT I

16 U.S.C. § 3372(a)(1)
(Misdemeanor Lacey Act: Sale, Receipt, Purchase of Plant in Violation of Federal Law
and Regulations)

On or about September 2023, in the District of Utah and elsewhere,

BARLOW HERBAL SPECIALTIES LLC,

Defendant herein, did knowingly attempt to receive, acquire, and purchase plants and knowingly did receive, acquire, and purchase plants, that is, Lomatium dissectum, when in the exercise of due care, the Defendant, BARLOW HERBAL SPECIALTIES LLC, should have known that said plants were taken, possessed, transported, and sold in violation of and in a manner unlawful under the laws and regulations of the United States of America, including 36 C.F.R. §§ 261.6(a), (h) (prohibiting cutting, damaging, or removing of federal forest product except as authorized by a special-use authorization, timber sale contract, or Federal law or regulation), all in violation of 16 U.S.C. § 3372(a)(1) and punishable pursuant to 16 U.S.C. § 3373(d).

NOTICE OF INTENT TO SEEK FORFEITURE

Pursuant to 16 U.S.C. § 3374, upon conviction for any offense violating 16 U.S.C. § 3372(a), as alleged in this Information, the Defendant shall forfeit to the United States of America any and all plants possessed, transported, sold and acquired contrary to 16 U.S.C. § 3372, including but not limited to:

- Lomatium dissectum

FELICE JOHN VITI
Acting United States Attorney

LUISA GOUGH
Assistant United States Attorney

APPENDIX C

Statement of Facts

1. The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the “Agreement”) between Barlow Herbal Specialties LLC (the “Company”) and the United States Attorney’s Office for the District of Utah.

2. The following facts establish beyond a reasonable doubt the charges set forth in the Criminal Information attached to the Agreement.

3. Jane Christensen founded the Company in 2002. All relevant times to the Agreement, it has been wholly owned by Ms. Christensen and operates with approximately four to six employees operating in Sandy, Salt Lake County, Utah.

4. On or about September 2023, the Company, acting through one or more employees and several third-party harvesters,

- a. Knowingly acquired, purchased, transported, received and sold, and attempted to acquire, purchase, transport, receive and sell, plants, specifically roots from Lomatium (*Lomatium dissectum*) in interstate commerce;
- b. In the exercise of due care, the Company should have known the plants were taken and transported in violation of and in a manner unlawful under applicable law; and
- c. Some of the plants in the form of Lomatium roots were in fact harvested, taken, and transported in violation of federal law and regulations because they were harvested on U.S. Forest Service lands located in Idaho without a permit.

APPENDIX D

Corporate Compliance Obligations

In order to address deficiencies in its internal controls, compliance policies and procedures, and supply chain due diligence resulting in the conduct described in the Statement of Facts and in order to implement its Corporate Compliance Obligations required in the Agreement, Barlow Herbal Specialties LLC (the “Company”) agrees to implement the following:

Lacey Act Compliance Program

1. The Company will implement a Lacey Act Compliance Plan (“Compliance Program”), attached as **Exhibit 1** hereto, and incorporated herein. The Compliance Program addresses compliance with the Lacey Act and federal laws regulating the harvest of plants and removal of plant parts from federal lands.

2. The goal of the Compliance Program is to improve due diligence processes that enable the Company to avoid trading in illegally-harvested plants and illegally-sourced plant products.

Additional Measures to Avoid Violations

3. To avoid violations and enhance understanding of the Lacey Act requirements, the proper and sustainable harvesting on federal lands, and permit requirements applicable to harvesting plants and parts of plants on federal lands, the Company shall (a) provide training to all its employees using the attached Lacey Act Compliance Training Presentation (**Exhibit 2**), (b) review with employees the Company’s Lacey Act Compliance Policy (**Exhibit 3**), and (c) train employees engaged

in sourcing activities to utilize the Company's Lacey Act Domestic Supplier Certification (**Exhibit 4**) and Lacey Act Domestic Supplier Questionnaire (**Exhibit 5**).

4. The Company shall also require its current and new employees to review the Company's Lacey Act Compliance Program and execute the Lacey Act Employee Compliance Certification (**Exhibit 6**).

Industry and Customer Communication to Promote Lacey Act Compliance

5. The Company will help raise awareness regarding (a) the Lacey Act due care requirements, (b) the need for proper and sustainable harvesting of plants on federal lands, and (c) the permit requirements applicable to harvesting plants and parts of plants on federal lands, the Company will publish on its website and in two industry trade publications or appropriate local publications the attached full-page Lacey Act Educational Information Page (**Exhibit 7**).

6. The USAO shall identify the Government Authorities who will approve the content of the Lacey Act Educational Information Page and the proposed publications.

7. The Company shall provide the USAO the Lacey Act Educational Information Page and proposed publications within ninety (90) days of full execution of the Agreement.

Third-Party Compliance Audits

8. The Company will engage a qualified third-party environmental consulting firm to conduct one Lacey Act Compliance Audit. The auditors shall generate a written draft report for review by the Company for accuracy and completeness, a copy of which will be simultaneously provided to the Government Authorities identified by the USAO;

based on the Company's comments, the auditors shall issue a final written report of their findings and recommendations ("Audit Report"), which shall be submitted to Government Authorities identified by the USAO.

9. The audit shall occur four (4) months from the date of full execution of the Agreement.

10. The Government Authorities agree not to disclose the contents of the Audit Reports.

EXHIBIT 1 TO APPENDIX D

Lacey Act Compliance Program



BARLOW HERBAL LACEY ACT COMPLIANCE PROGRAM

Barlow Herbal Compliance Commitment

Since its founding in 2002, Barlow Herbal has sought to provide its customers with clear, accurate information regarding the herbal extracts it sells, and to ensure that the sourcing of its botanical and other ingredients comply with applicable laws.

Regulatory Requirements: Forest Service Harvest Restrictions

Protection of Forest Botanical Products. In 2008, the U.S. Forest Services issued rules to regulate the sustainable use, commercial harvest, and sale of special forest products including “forest botanical products” from National Forest System lands. “Forest Botanical Products” include “[n]aturally occurring special forest products, including, but not limited to, bark, berries, boughs, bryophytes, bulbs, burls, cones, ferns, fungi (including mushrooms), forbs, grasses, mosses, nuts, pine straw, roots, sedges, seeds, shrubs, transplants, tree sap, and wildflowers.”¹ The rule was needed to promote sustainability in light of the increased public demands for forest products and forest botanical products.² The applicable regulations generally prohibit cutting, removing or otherwise damaging any timber, tree, special forest products, including forest botanical products harvested for commercial purposes, without a permit or special use authorization.³

Regulatory Requirements: Lacey Act Compliance

Plant Protections. The Lacey Act is the oldest wildlife protection statute in the United States. It was originally enacted in 1900 to protect animal species. In 1981, Congress expanded the Lacey Act to cover certain plants and plant parts taken in violation of U.S. domestic law, but not foreign law. In 2008, Congress substantially expanded coverage of the Lacey Act to include all types of plant (including lumber, wood and plant products) and animal materials. The 2008 Amendment was the first ban on wood and plant products that sought to target illegal harvest outside the United States, and to provide better transparency into the source and species of plant and wood products being imported into the United States.

¹ 36 C.F.R. § 223.277.

² See 73 Fed. Reg. 79367, 79369 (Dec. 29, 2008) (rules limiting harvest of forest botanical products without specific authorization were needed to ensure sustainable use and protect public interest).

³ See generally 36 C.F.R. Part 223, Subpart H (protection of Forest Botanical Products).

General Prohibition. The Lacey Act makes it a federal crime to purchase, transport, receive, buy, or sell plants, parts of plants (including roots) or plant products (including essential oils, balms, and similar products), taken or traded in violation of domestic or foreign laws designed to protect plants, and shipped to or within the United States.⁴ The Lacey Act also creates a “due care” standard, discussed below, to encourage inquiry into legal harvest and sourcing of plant products. Moreover, the Lacey Act makes it unlawful to falsify or submit falsified documents, accounts, or records of any plant covered by the Lacey Act.

Civil and Criminal Penalties, and Forfeiture. Violations of the Lacey Act carry serious penalties for companies and individuals. Individuals and companies may face criminal penalties if they knowingly, and in some cases with lack of due care, violate the Lacey Act. A misdemeanor violation of the Lacey Act, punishable by up to one (1) year in prison and a fine of \$100,000 (\$200,000 for companies), may result if, in the exercise of due care, the individual or the company should have known that the wood or plant product it purchased was illegally taken, possessed, transported, or sold. Felony culpability, punishable by up to five (5) years in prison and a fine of \$250,000 for individuals and \$500,000 for companies (as adjusted under the Alternative Fines Act), may arise for knowing violations of the Lacey Act. In addition to criminal penalties mentioned above, the Lacey Act authorizes civil fines and/or forfeitures for violations. Forfeiture of illegally trafficked plants is imposed whether or not the owner knew or should have known of the illegality, although there is a process for remission in certain circumstances. Forfeiture of the instrumentalities of a Lacey Act violation (for example, vehicles used to transport the illegal material, or to harvest or process it) and of the illegally harvested plants and plant products after a felony conviction is entered as to an individual or company.

Due Care Standard. Barlow Herbal exercises due care and diligence through the research, review, and, as applicable, validation of relevant information regarding the sourcing of plant products it purchases from domestic suppliers to ensure legal harvest. This often requires compiling supply chain documentation. No bright line exists in the law defining what efforts constitute sufficient due care. “Due care” is defined as “that degree of care which a reasonably prudent person would exercise under the same or similar circumstances.” This standard requires Barlow Herbal to take steps that a reasonable person would take to do his or her best to ensure that Barlow Herbal plant products were not harvested, processed, imported, possessed, transported, or sold in violation of the laws of the United States, a State, or Indian Tribe.

⁴ See 16 U.S.C. § 3372(a); 7 C.F.R. § 357.1. Under the Lacey Act, as amended, “plant” includes “[a]ny wild member of the plant kingdom, including roots, seeds, parts or product thereof, and including trees from either natural or planted forest stands.” 16 U.S.C. § 3371(f). The full text of the Lacey Act, regulations, and government guidance can be found at http://www.aphis.usda.gov/plant_health/lacey_act/-index.shtml.

Conducting Due Care and Supply Chain Due Diligence

To assist Barlow Herbal employees engaged in sourcing plant products, Barlow Herbal has identified five general tasks to implement its due care obligations: (1) supplier education and certification, (2) supplier evaluation, and (3) use of specialized legal counsel and botanical experts. Each of the four tasks and associated compliance documents is discussed below.

Supplier Education and Certification. Some domestic suppliers of botanical plant products, including essential oils, are unfamiliar with the Lacey Act requirements. Accordingly, Barlow Herbal has developed the *Barlow Herbal Domestic Supplier Compliance Certification* to provide to its plant product suppliers basic information regarding the prohibition to harvest (including “wildcrafting”) on federal lands and the Lacey Act “due care” requirement to conduct supply chain due diligence, and to solicit the suppliers’ certification of compliance. Barlow Herbal can also provide Lacey Act training using the *Barlow Herbal Lacey Act Training Presentation*.

Supplier Evaluation. An important step in engaging new, or reviewing existing, plant product suppliers is to evaluate the risks of the transaction or new relationship. To accomplish this evaluation Barlow Herbal developed the *Lacey Act Domestic Supplier Compliance Questionnaire* to conduct sufficient due diligence on its suppliers – in addition to obtaining the *Barlow Herbal Domestic Supplier Compliance Certification* from each supplier. The *Lacey Act Domestic Supplier Compliance Questionnaire* solicits appropriate supply chain documentation to confirm lawful harvest. It also notes that if the supplier is reluctant to provide business confidential information to Barlow Herbal, it can provide such documentation to legal counsel on an “attorneys eyes only” basis, or to a third party under a confidentiality agreement.

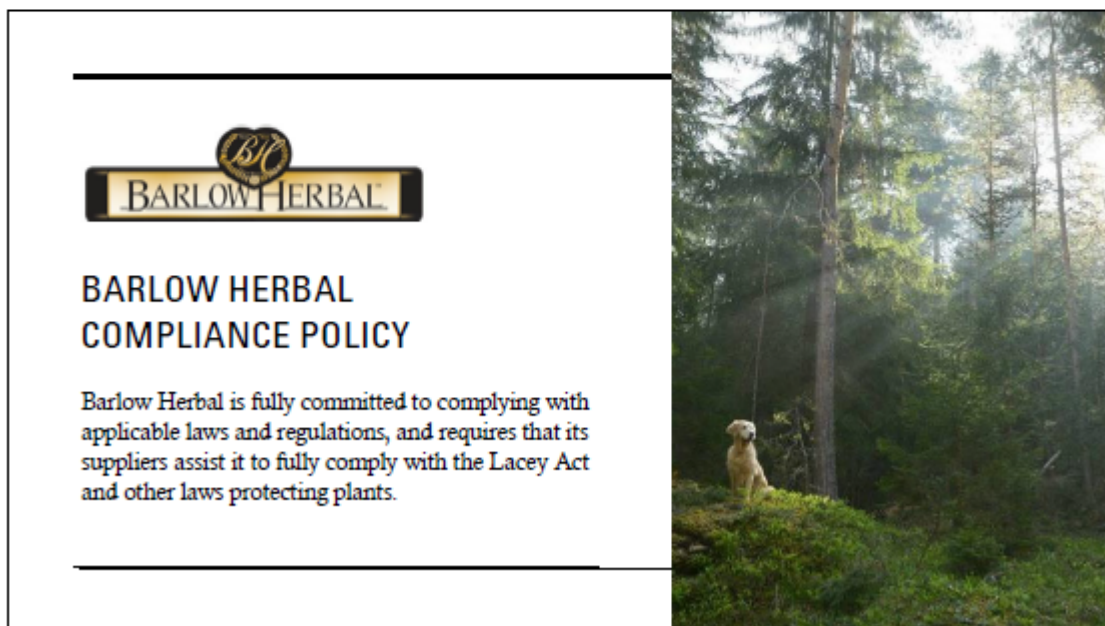
Use of Specialized Outside Counsel and Plant-Trade Consultants. There may be times in connection with conducting supply chain due diligence regarding the harvest, transport, processing, and purchase of plant products that Barlow Herbal personnel may not be able to rely solely on information and documentation provided by the supplier to determine applicable legal requirements. In addition, plant-trade consultants, botanists and professional foresters can assist with questions regarding plant names and species, and harvest practices.

EXHIBIT 2 TO APPENDIX D

Lacey Act Compliance Training Presentation



1



2

HARVESTING ON FEDERAL LANDS

Federal law prohibits the cutting, removing or otherwise damaging any timber, tree, or special forest products, including [forest botanical products](#) harvested for commercial purposes, without a permit or special use authorization. (36 C.F.R. Part 223)



3

WHAT ARE FOREST BOTANICAL PRODUCTS?

"Forest Botanical Products" include "[n]aturally occurring special forest products, including, but not limited to, bark, berries, boughs, bryophytes, bulbs, burls, cones, ferns, fungi (including mushrooms), forbs, grasses, mosses, nuts, pine straw, [roots](#), sedges, seeds, shrubs, transplants, tree sap, and wildflowers." 36 C.F.R. § 223.277



4

4

LACEY ACT OVERVIEW

The Lacey Act makes it a federal crime to purchase, transport, receive, buy, or sell plants, parts of plants (including roots) or plant products (including essential oils, balms, and similar products), taken or traded in violation of domestic or foreign laws designed to protect plants, and shipped to or within the United States.

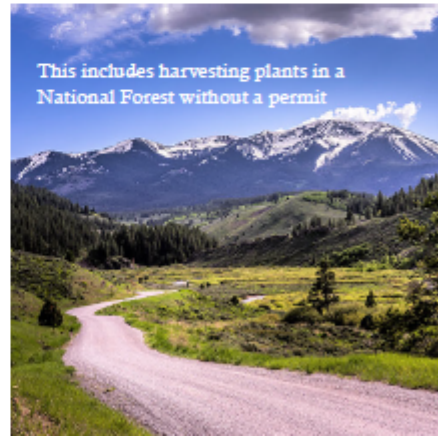


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WHAT DOES THE LACEY ACT PROHIBIT?

"The Lacey Act makes it **unlawful to**, among other things, import, export, transport, **sell**, receive, acquire, or purchase **in interstate** or foreign **commerce any plant**, with some limited exceptions, **taken, possessed, transported or sold in violation of any Federal, State, tribal, or foreign law that protects plants**. The Lacey Act also makes it unlawful to make or **submit any false record**, account, or label for, or any false identification of, any plant covered by the Act."

7 C.F.R. § 357.1



6



LACEY ACT DUE CARE STANDARD

The Lacey Act imposes a "due care" standard requiring that suppliers of plant products research, review, and validate relevant information regarding the sourcing of plant products and confirming the legal harvest of the plants and parts of plants.

7


ENFORCEMENT

- Individuals and companies may face criminal penalties of up to \$250,000 for individuals and \$500,000 for companies, and five (5) years in prison for felony violations if they knowingly violate the Lacey Act.
 - Forfeiture of the instrumentalities of a Lacey Act violation (for example, vehicles used to transport the illegal material, or to harvest or process it) and of the illegally harvested plants and plant products after a felony conviction is entered as to an individual or company.
-



8

BARLOW HERBAL REQUIRES ITS SUPPLIERS TO CERTIFY THE LEGAL HARVEST OF PLANTS USED TO MANUFACTURE BOTANICAL PRODUCTS SUPPLIED TO IT



LACEY ACT DOMESTIC SUPPLIER COMPLIANCE CERTIFICATION

As a condition for doing business, Barlow Herbal requires that its suppliers review Barlow Herbal's Lacey Act Compliance Policy and certify Lacey Act compliance using this form.

Applicable Regulatory Requirements. Plants and parts of plants (including roots) cannot be harvested on federal lands without a permit. The Lacey Act makes it a federal crime to purchase, transport, receive, buy, or sell plants, parts of plants (including roots) or plant products (including essential oils and other extracts), harvested or traded in violation of law. The Lacey Act also requires due care and diligence through the research, review, and validation of supply chain information regarding the lawful harvest of plants processed into plant products.

Compliance Certification. Accordingly, your company acknowledges the following:

- (A) Supplier has read, understands, and agrees to comply with the Barlow Herbal Lacey Act Policy;
- (B) Supplier is aware of the restrictions and compliance requirements governing the plants and plant products it supplies to Barlow Herbal, including permit requirements to harvest on federal lands;
- (C) Supplier has not and will not harvest, or purchase, or sell plants or plant products, including essential oils, that have been harvested or processed in violation of any laws governing the harvest, process, shipment or sale of plants and plant products;
- (D) Supplier has not and will not provide Barlow Herbal with plants or plant products harvested, processed, shipped, or sold in violation of any such laws;
- (E) Supplier will conduct appropriate due care and diligence on third parties from which it procures plants and plant products to ensure that such plants and plant products were not harvested, processed, shipped, or sold in violation of any such laws;
- (F) Supplier agrees to cooperate in good faith with requests by Barlow Herbal for documents and information regarding the legal harvest and sourcing of plants and plant products, including chain of custody records, harvest location, harvesting practices and approvals, federal, state and local permits and certificates, certificates of analysis and other analyses identifying constituents and physical parameters of the plant or plant products; and
- (G) Supplier will immediately notify Barlow Herbal in writing if future developments cause any previously provided certification to no longer be accurate or complete, or if there are suspected violations of laws referenced above.

By signing below, you certify to your company's acceptance of the above information and terms, and that you are in full compliance with the Lacey Act:

Date: _____ Print Name: _____
Title: _____
Company: _____

9



THANK YOU!

Questions?

Please contact Jane Christensen

(801) 634-4442 (cell)

jane@barlowherbal.com

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EXHIBIT 3 TO APPENDIX D

Lacey Act Compliance Policy



LACEY ACT COMPLIANCE POLICY

Barlow Herbal is committed to complying with applicable laws and regulations, and requires that its suppliers assist it to fully comply with the Lacey Act and other laws protecting plants.

Summary of Lacey Act. The Lacey Act makes it a federal crime to transport, receive, buy, sell, import, or export plants or plant products, including essential oils, harvested or traded in violation of domestic or foreign laws. Harvesting plants in violation of federal or state laws, including harvesting plants on federal lands without a permit, violates the Lacey Act. The Lacey Act requires those who purchase and sell plants and plant products exercise “due care” when purchasing plants or plant products to ensure they are harvested and obtained legally.

Barlow Herbal Implementation. To help meet its obligations under the Lacey Act, Barlow Herbal (a) sources plants and plant products from suppliers that can demonstrate that plant or plant products were lawfully harvested and processed; (b) requests information and documents from suppliers confirming lawful harvest, processing, and sell; and requires that its suppliers certify compliance with the Lacey Act as a condition for doing business with Barlow Herbal.

More information about the Lacey Act can be found at the United States Department of Agriculture Animal and Plant Inspection Services website:
www.aphis.usda.gov/plant_health/lacey_act.

Together with its suppliers, Barlow Herbal commits to protecting plants and fully complying with laws governing the harvest, processing, and sell of plants and plant products.

EXHIBIT 4 TO APPENDIX D

Lacey Act Compliance Domestic Supplier Certification



LACEY ACT DOMESTIC SUPPLIER COMPLIANCE CERTIFICATION

As a condition for doing business, Barlow Herbal requires that its suppliers review Barlow Herbal's Lacey Act Compliance Policy and certify Lacey Act compliance using this form.

Applicable Regulatory Requirements. Plants and parts of plants (including roots) cannot be harvested on federal lands without a permit. The Lacey Act makes it a federal crime to purchase, transport, receive, buy, or sell plants, parts of plants (including roots) or plant products (including essential oils and similar products), harvested or traded in violation of law. The Lacey Act also requires due care and diligence through the research, review, and validation of supply chain information regarding the lawful harvest of plants processed into plant products.

Compliance Certification. Accordingly, your company acknowledges the following:

- (A) Supplier has read, understands, and agrees to comply with the Barlow Herbal Lacey Act Policy;
- (B) Supplier is aware of the restrictions and compliance requirements governing the plants and plant products it supplies to Barlow Herbal, including permit requirements to harvest on federal lands;
- (C) Supplier has not and will not harvest, or purchase, or sell plants or plant products, including essential oils, that have been harvested or processed in violation of any laws governing the harvest, process, shipment or sell of plants and plant products;
- (D) Supplier has not and will not provide Barlow Herbal with plants or plant products harvested, processed, shipped, or sold in violations of any such laws;
- (E) Supplier will conduct appropriate due care and diligence on third parties from which it procures plants and plant products to ensure that such plants and plant products were not harvested, processed, shipped, or sold in violation of any such laws;
- (F) Supplier agrees to cooperate in good faith with requests by Barlow Herbal for documents and information regarding the legal harvest and sourcing of plants and plant products, including chain of custody records, harvest location, harvesting practices and approvals; federal, state and local permits and certificates; certificates of analysis and other analyses identifying constituents and physical parameters of the plant or plant products; and
- (G) Supplier will immediately notify Barlow Herbal in writing if future developments cause any previously provided certification to no longer be accurate or complete, or if there are suspected violations of laws referenced above.

By signing below, you certify to your company's acceptance of the above information and terms, and that you are in full compliance with the Lacey Act:

Date: _____

Print Name: _____

Title: _____

Company: _____

EXHIBIT 5 TO APPENDIX D

Lacey Act Compliance Domestic Supplier Questionnaire



LACEY ACT DOMESTIC SUPPLIER COMPLIANCE QUESTIONNAIRE

1. Name and species (if known) of plant or plant product directly or indirectly supplied to Barlow Herbal: _____

2. Are you the harvester of the plant from which plant products are supplied to Barlow Herbal?
 - a. Were the plants harvested on federal lands? ____ Location? ____
Did you have a permit for the harvest? ____ If so, please provide a copy of permit.
 - b. Were the plants harvested on state lands? ____ Location? ____
Did you have a permit for the harvest? ____ If so, please provide a copy of permit.
 - c. Were the plants harvested on private lands owned by your company? ____
Location? _____
 - d. Were the plants harvested on private lands owned by another entity? ____ Location? ____
Do you have written permission for the harvest? ____ If so, please provide a copy of written permission.

3. If you are not the harvester, please provide the following information:
 - a. Name of the harvester: _____
 - b. Location of the harvest: _____
 - c. Describe Lacey Act due diligence conducted about the harvester _____.
 - d. Please provide any documentation relevant to No. 3(a)-(c)

4. Your company information:
 - a. Years in business: _____.
 - b. Length of time you have done business directly or indirectly in the supply chain with Barlow Herbal: _____.
 - c. If you are not the harvester, how many years have you done business with the harvester? _____.
 - d. Describe your Lacey Act compliance policies and procedures: _____.
 - e. Describe any tests (e.g., DNA, isotope testing, gas chromatography) or other analytical methods to determine and verify species, genus, and growing region of the plant or plant product supplied to Barlow Herbal: _____.
 - f. Please provide any documentation relevant to No. 4(d).

NOTE: If you have information and documentation pertaining to the above but are reluctant to share the information and documentation directly to Barlow Herbal due to concerns relating to business confidential information, would you be willing to provide such information and documentation to outside legal counsel for Barlow Herbal on an attorney's eyes only basis, or to a third-party Lacey Act compliance consultant under a confidentiality agreement?

EXHIBIT 6 TO APPENDIX D

Lacey Act Compliance Employee Compliance Certification



Employee Certification of Lacey Act Compliance

Compliance Approach. Barlow Herbal is committed to complying with applicable laws and regulations, and requires that its employees and suppliers assist it to fully comply with the Lacey Act and other laws protecting plants and ensuring the legal sourcing of parts of plants, including forest botanical plants. Barlow Herbal has zero tolerance for non-compliance with laws and regulations.

Summary of Lacey Act. The Lacey Act makes it a federal crime to transport, receive, buy, sell, or export plants or plant products, including essential oils, harvested or traded in violation of domestic laws. Harvesting plants in violation of federal or state laws, including harvesting plants or any parts of plants (including roots) on federal lands without a permit, violates the Lacey Act. The Lacey Act requires those who purchase and sell plants and plant products exercise “due care” when purchasing plants or plant products to ensure they are harvested and obtained legally. More information about the Lacey Act can be found at the United States Department of Agriculture Animal and Plant Inspection Services website: www.aphis.usda.gov/plant_health/lacey_act.

Summary of Barlow Herbal Lacey Act Compliance Program Documentation. Prior to purchases of plants or plant products from any supplier, Barlow Herbal requires that the supplier review Barlow Herbal's Lacey Act Compliance Policy and execute the Domestic Supplier Compliance Certificate.

Please answer the following questions Yes or No:

- _____ Have you reviewed and understand Barlow Herbal's Lacey Act Compliance Policy?
- _____ Have you received Lacey Act Compliance Training?
- _____ If you are involved in sourcing of plant products, do you obtain from the supplier a completed Barlow Herbal's Domestic Supplier Compliance Certification prior to receiving shipments of plant products from the supplier.
- _____ If you are involved in sourcing of plant products, do you evaluate new suppliers utilizing Barlow Herbal's Domestic Supplier Compliance Questionnaire and obtain appropriate supply chain documentation to confirm lawful harvest prior to receiving shipments of plant products from a new supplier?

By signing below you attest the information provided above is truthful and accurate in connection with your employment and/or continued employment with Barlow Herbal.

Employee's Name (Print): _____

Employee's Signature: _____

Date: _____

EXHIBIT 7 TO APPENDIX D

Lacey Act Educational Information Page

[TO BE DEVELOPED]

APPENDIX E

Payment Instructions

Restitution in the amount of **\$30,000** will be paid to:

The Lacey Act Reward Fund
USFWS, Cost Accounting Section
P.O. Box 272065
Denver, Colorado 80227-9060

with the case number specified in the note field of the check.

Remediation in the amount of **\$28,064** needs to be directed to:

ASC B&F Billings Branch (OTC)
Attn: B&F Collections Officer
4000 Masthead St NE
Albuquerque, NM 87109

reference case number 23-04-MADPING, Job Code 0415RIG57424.