AL International, Inc.

ANNUAL REPORT for
Fiscal Year Ended December 31, 2011

Alternative Reporting Standard
Annual Update to Company Information
and Disclosure Statement

April 06, 2012

AL INTERNATIONAL, INC.

Information and Disclosure Statement as of
Fiscal Year Ended December 31, 2011

The following information is provided to assist securities brokerage firms and other market participants with current information regarding AL International, Inc. (“we,” “us,” “our,” “AL,” the “Issuer,” or the “Company”). This Information and Disclosure Statement provided by the Company is intended to follow the Alternative Reporting Standard Guidelines for Annual Reporting Obligations as published by the OTC Markets Group, Inc.

FORWARD-LOOKING STATEMENTS

This Annual Report of AL International, Inc. contains forward-looking statements, particularly those identified with the words, “anticipates,” “believes,” “expects,” “plans,” “intends,” “objectives” and similar expressions. These statements reflect management’s best judgment based on factors known at the time of such statements. All statements by us regarding our expected financial position, revenues, cash flows and other operating results, business strategy, legal proceedings and similar matters are forward-looking statements. Our expectations expressed or implied in these forward-looking statements may not turn out to be correct. Our results could be materially different from our expectations because of various risks, including statements set forth under “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” generally, as well as elsewhere in this Annual Report. Actual events or results may differ materially from those discussed herein. We do not intend to update such statements except as required by law.

Part A - General Company Information

Item 1. The exact name of the issuer and its predecessor(s), if any.

The exact name of the Issuer is AL International, Inc., a Delaware corporation.

f/k/a Javalution Coffee Company, a Florida corporation
f/k/a AL Global Corporation d/b/a/ Youngevity® Essential Life Sciences, a California corporation
f/k/a American Longevity, Inc.
f/k/a Wellness Lifestyles, Inc. d/b/a/ American Longevity, Inc.
f/k/a Wellness Lifestyles, Inc.

Corporate History

We were originally incorporated in the State of California as Wellness Lifestyles, Inc. on November 22, 1996 by Dr. Joel Wallach and Dr. Ma Lan. One year later, the entity began doing business as American Longevity, Inc. In 2005, Wellness Lifestyles, Inc. d/b/a/ American Longevity, Inc. officially changed its name to American Longevity, Inc. In April 2006, American Longevity, Inc. changed its name to AL Global Corporation d/b/a/ Youngevity® Essential Life Sciences.

Effective July 11, 2011, AL Global Corporation d/b/a Youngevity® Essential Life Sciences became a wholly owned subsidiary of Javalution Coffee Company. Pursuant to the terms of the merger, AL Global Corporation d/b/a Youngevity® Essential Life Sciences merged with and into Javalution Coffee Company, with Javalution Coffee Company surviving the merger. Javalution Coffee Company issued 560,000,000 shares of its common stock to AL Global Corporation’s stockholders in exchange for all of the common stock of AL Global Corporation. In connection with the terms of the merger, Javalution agreed to reincorporate under Delaware law, and to change its name to AL International, Inc.

On July 15, 2011, a new entity, AL International, Inc., was incorporated in the State of Delaware.

Effective August 1, 2011, Javalution Coffee Company changed its state of incorporation from Florida to Delaware pursuant to an Agreement and Plan of Reorganization, dated July 11, 2011, which provided for the merger of Javalution Coffee Company into the newly formed Delaware corporation, AL International, Inc.

Item 2. The address of the issuer's principal executive offices.

The Issuer's principal executive offices are located at:

2400 Boswell Road
Chula Vista, CA 91914
Telephone: 619-934-3980
Fax: 619-934-5009

The following websites are maintained by or on behalf of the Issuer. We do not intend for information on these websites be incorporated into this Annual Report:

- www.youngevity.com;
- www.drinkact.com;
- www.90forlife.com
- www.myjavafit.com;
- www.javafitbuilder.com;
- www.javafitgivesback.com;
- www.alintjcof.com;
- www.cafelarica.com;
- www.financialdestination.com; and
- www.fdidvd.com.

To contact our Investor Relations firm, inquiries can be sent to Investor Relations Group, RE: AL International, Inc., 1251 Avenue of the Americas, 20th Floor, New York, NY 10020, telephone (212) 825-3210, or via email to InvestorRelations@youngevity.com.

Item 3. The jurisdiction(s) and date of the issuer's incorporation or organization.

On July 15, 2011, a new entity, AL International, Inc., was incorporated in the State of Delaware.

Effective August 1, 2011, Javalution Coffee Company, changed its state of incorporation from Florida to Delaware pursuant to an Agreement and Plan of Reorganization, dated July 11, 2011, which provided for the merger of Javalution Coffee Company into the newly formed Delaware corporation, AL International, Inc. The Certificate of Merger of Foreign Corporation into Domestic Corporation was filed with the State of Delaware on July 18, 2011.

Part B - Share Structure

Item 4. The exact title and class of securities outstanding.

Common Stock:
Class: Common Stock
CUSIP # 01020Y109
Trading symbol: JCOF.PK

Series A Convertible Preferred Stock:
Class: Preferred Stock
CUSIP: n/a
Trading symbol: n/a

Item 5. Par or stated value and description of the security.

Prior to the merger, the authorized capital of Javalution Coffee Company was 1,100,000,000 shares, consisting of 1,000,000,000 shares of common stock, no par value, and 100,000,000 shares of preferred stock, no par value.

As a result of the reincorporation merger, Javalution Coffee Company implemented a 1-for-2 reverse stock split of its common stock, and subsequently thereafter, each outstanding share of common stock of Javalution Coffee Company was converted into one share of common stock of AL International, Inc. The effective date for the reincorporation merger, name change to AL International, Inc., and implementation of the 1-for-2 reverse stock split was August 5, 2011.

Under our Certificate of Incorporation, we are authorized to issue up to an aggregate of 700,000,000 shares of stock, consisting of 600,000,000 shares of common stock and 100,000,000 shares of preferred stock.

Common Stock - Par Value is $0.001

We are authorized to issue up to 600,000,000 shares of common stock, par value $0.001. Holders of our common stock are entitled to one vote per share on all matters submitted to a vote of stockholders of the Company, and will receive dividends on a pro rata basis if any dividends are declared by the Company. Holders of our common stock have no preemptive rights.

Series A Convertible Preferred Stock - Par Value is $0.001

We are authorized to issue up to 100,000,000 shares of preferred stock, par value $0.001. The preferred stock may be issued by our Board of Directors in one or more classes or one or more series within any class and such have such voting rights, designations, preferences, limitations, or restrictions as the Board determines.

Holders of our Series A Convertible Preferred Stock are entitled to receive a cumulative dividend at a rate of 8.0% per year, payable annually, in cash or shares of our common stock at our election. Each share of Series A Convertible Preferred Stock is convertible into two fully paid and nonassessable shares of common stock at the conversion rate of $0.50 per share, subject to adjustment. Holders of Series A Convertible Preferred Stock have no voting rights with respect to any matters. In the event of any voluntary or involuntary liquation, dissolution, or winding up of the Company, the holders of Series A Convertible Preferred Stock shall be entitled to receive in cash out of the assets of the Company, whether from capital or from earnings available for distribution to the Company’s stockholders, before any amount shall be paid to the holders of common stock.

There are no provisions in our Certificate of Incorporation or by-laws that would delay, defer or prevent a change in control of the Issuer.

Item 6. The number of shares or total amount of securities outstanding for each class of securities authorized.

Common Stock:

	December 31,	
	2011 (1)	**2010** (2)
Number of shares authorized	600,000,000	500,000,000
Number of shares outstanding	385,237,309	152,923,425
Freely tradable shares (public float)	61,588,411	45,885,061
Total number of beneficial shareholders	2	2
Total number of shareholders of record	356	395

(1) All shares and per share data in this column have been adjusted to reflect a 1-for-2 reverse stock split, effective August 5, 2011.

(2) The figures in this column were confirmed with the Company's transfer agent on November 28, 2011.

Series A Convertible Preferred Stock:

	December 31,	
	2011	**2010**
Number of shares authorized	100,000,000	100,000,000
Number of shares outstanding	271,135	401,135
Freely tradable shares (public float)	0	0
Total number of beneficial shareholders	0	0
Total number of shareholders of record	9	12

Item 7. The name and address of the transfer agent.

The Issuer's transfer agent is Fidelity Transfer Company, 8915 South 700 East, Suite 102, Sandy, Utah 84070, (801) 562-1300. Fidelity Transfer Company is registered under the Exchange Act and the regulatory authority of the transfer agent is the Securities and Exchange Commission.

Part C - Business Information

Item 8. The nature of the issuer's business.

A. Business Development.

Corporate Information

AL International, Inc. (hereinafter referred to as the "Company," "we," "our," or "us") is a global, multi-dimensional direct sales company headquartered in Chula Vista, California. We operate primarily in the health and wellness market of the direct selling industry, and offer a wide range of consumer products and services through an international direct marketing network. We aim to provide health conscious consumers with solutions to help them achieve their nutritional and lifestyle goals.

We are actively engaged in constructing what we have defined as a “consumer cloud,” or a marketing strategy in which friend-to-friend marketing and social networking drive the buying and selling of our products and services from multiple independent sales forces — creating a new generation of commerce. Operating under the Youngevity® Essential Life Sciences brand in the direct selling channel, our mission is to expand our product and distributor base by providing a home for other direct selling companies to operate under our corporate structure. Our principal executive offices are located at 2400 Boswell Road, Chula Vista, CA 91914 and our telephone number 619-934-3980. Our fiscal year end is December 31st.

Corporate History

We were originally incorporated in the State of California as Wellness Lifestyles, Inc. on November 22, 1996 by Dr. Joel Wallach and Dr. Ma Lan. One year later, the entity began doing business as American Longevity, Inc. In 2005, Wellness Lifestyles, Inc. d/b/a/ American Longevity, Inc. officially changed its name to American Longevity, Inc. In April 2006, American Longevity, Inc. changed its name to AL Global Corporation d/b/a/ Youngevity® Essential Life Sciences.

Effective July 11, 2011, AL Global Corporation d/b/a Youngevity® Essential Life Sciences became a wholly owned subsidiary of Javalution Coffee Company. Pursuant to the terms of the merger, AL Global Corporation d/b/a Youngevity® Essential Life Sciences merged with and into Javalution Coffee Company, with Javalution Coffee Company surviving the merger. Javalution Coffee Company issued 560,000,000 shares of its common stock to AL Global Corporation’s stockholders in exchange for all of the common stock of AL Global Corporation. In connection with the terms of the merger, Javalution Coffee Company agreed to reincorporate under Delaware law, and to change its name to AL International, Inc.

On July 15, 2011, a new entity, AL International, Inc., was incorporated in the State of Delaware.

Effective August 1, 2011, Javalution Coffee Company changed its state of incorporation from Florida to Delaware pursuant to an Agreement and Plan of Reorganization, dated July 11, 2011, which provided for the merger of Javalution Coffee Company into the newly formed Delaware corporation.

Our Business

Our goal is to provide health conscious consumers with nutritional and lifestyle solutions that will help them achieve their health and wellness goals. We offer more than 400 high quality, technologically advanced products, including: dietary supplements (mineral-based liquids, whey protein powders, capsules); sports nutrition; sports and energy drinks; health and wellness-related services; essential oils; skincare and cosmetics; lifestyle products (pets, spa, bath and garden); and functional, fortified gourmet coffee.

Our business consists of two reporting segment markets and two distribution channels. Our primary market is selling nutritional (health and wellness) products through a global distribution network of preferred customers and distributors. This is often considered “direct sales” or “network marketing.”

Our secondary market is commercial coffee sales through a direct to end user business model, whereby we sell our products directly to businesses.

Our direct sales are generally split into two divisions, Youngevity® Essential Life Sciences and DrinkACT.com. This distinction is a consequence of different software systems used by each division for calculating commissions on sales by the distributors promoting the products, their benefits, and business to others. In general, the products of these divisions are centered on nutrition.

Most acquisitions that AL International does are asset acquisitions that are combined into AL Global Corporation d/b/a Youngevity ® Essential Life Sciences subsidiary because the acquired entity has similar products or a similar group of distributors to the subsidiary.

Legal Structure of Consolidated Group

AL International, Inc. is the parent organization.

Subsidiaries of AL International, Inc. are:

- AL Global Corporation (d/b/a Youngevity ® Essential Life Sciences and d/b/a DrinkACT.com)
- CLR Roasters, LLC
- Financial Destination, Inc.
- Youngevity Australia Pty Ltd.
- Youngevity NZ, Ltd.

Reporting Segments are:

- Direct Sales (Youngevity® Essential Life Sciences and all of its divisions, including DrinkACT.com)
- Commercial Sales (CLR Roasters, LLC)

Youngevity® Essential Life Sciences

Our Youngevity® Essential Life Sciences division ("Youngevity®") was established in 1996 by Dr. Joel D. Wallach, DVM, ND and Dr. Ma Lan, MD, MS and is dedicated to delivering nutritional and healthy lifestyle solutions. We offer, through relationship marketing and our global direct marketing network, more than 400 products to support a healthy lifestyle, including nutrition, gourmet coffee, weight management, and mineral makeup.

DrinkACT

Our DrinkACT division was acquired in 2006 and is dedicated to delivering nutritional and healthy energy drinks and diet programs. We offer, through relationship marketing and global marketing network, more than 20 products to support a healthy alternative to the standard energy drinks along with weight management and additional multi-vitamin drinks. We believe DrinkACT is also uniquely positioned to excel internationally because the commission payout structure for the relationship marketer is highly accepted in Asia.

Commitment to Quality

Our products are developed under the guidance of our Youngevity® Medical and Athletic Advisory Boards, membership of which includes some of the most respected names and advisors in the fields of health, wellness and nutrition. We are committed to providing products of impeccable quality.

Our commitment to quality ensures that each product is formulated using the highest quality ingredients in state-of-the-art laboratories; and manufactured according to the highest standards of quality. All consumable products are manufactured in facilities independently certified for Good Manufacturing Processes (GMP), certification which goes above and beyond the cGMP compliance standards set by the US Food and Drug Administration.

Youngevity® is also a certifying subscriber of the Organic Materials Review Institute (OMRI), a national non-profit organization that provides independent review of products intended for use in certified organic production, handling, and processing.

Memberships and Affiliations

- OMRI (Organic Materials Review Institute)
- BBB (Better Business Bureau)
- Brunswick Labs
- DSWA (Direct Selling Women's Alliance)
- CalChamber
- Natural Products Association
- Association of Network Marketing Professionals

CLR Roasters, LLC

Our coffee manufacturing operations, CLR Roasters, was established in 2003. CLR Roasters produces coffees under its own Café La Rica brand, as well as under a variety of private labels, for sale through major national sales outlets and to major customers. CLR Roasters' main business is to produce private label coffee for its clients as well as to produce coffee under its roster of Company-owned brands. It also markets a unique line of coffees with health benefits under the JavaFit® brand. JavaFit® is the leading brand in functional, fortified gourmet coffee and a leading developmental brand in ready-to-drink fortified coffee shakes with energy drink benefits.

We began by developing our first fortified coffee, "Diet Plus," which targeted the weight conscious consumer. Shortly after establishing market acceptance of our "Diet Plus" coffee, we began developing additional fortified gourmet coffees.

The base product in our gourmet coffee is a blend of coffee beans that are of the highest quality available in the world. We utilize only choice Grade 1 beans from the world's finest coffee growing regions. We combine these beans with various nutrients and supplements that when blended together provide a great tasting cup of coffee that provides wellness functions. We market these coffees under the brand JavaFit®.

Financial Destination, Inc. (FDI)

Financial Destination, Inc. was acquired by AL International, Inc. in October 2011. Financial Destination, Inc. is a nationwide direct marketer of financial, telecommunications and health and wellness-related products and services. FDI's sales force will now be able to sell Youngevity® and JavaFit® products, and existing distributors of Youngevity® and JavaFit® products will now be able to add FDI's financial benefits, including discounts on pharmacy and telecommunications purchases, to their line.

Foreign Subsidiaries

We have four foreign subsidiaries: Youngevity Australia Pty. Ltd., Youngevity NZ Ltd. (operating in New Zealand), AL Corporation Holding Pte. Ltd. (operating in Singapore), and DrinkACT

Philippines, Inc. Our domestic and foreign subsidiaries are vertically integrated into our corporate structure. For example, our CLR Roasters division produces the JavaFit® brand of coffee for Youngevity's vast distributor base. Our wholly owned subsidiaries are included in our consolidated financial statements attached to this Annual Report.

Merger of Youngevity® and Javalution Coffee Company

Effective July 11, 2011, AL Global Corporation d/b/a Youngevity® Essential Life Sciences became a wholly owned subsidiary of Javalution Coffee Company. Pursuant to the terms of the merger, AL Global Corporation d/b/a Youngevity® Essential Life Sciences merged with and into Javalution Coffee Company, with Javalution Coffee Company surviving the merger. Javalution Coffee Company issued 560,000,000 shares of its common stock to AL Global Corporation's stockholders in exchange for all of the common stock of AL Global Corporation. In connection with the terms of the merger, Javalution Coffee Company agreed to reincorporate under Delaware law, and to change its name to AL International, Inc.

On July 15, 2011, a new entity, AL International, Inc., was incorporated in the State of Delaware.

Effective August 1, 2011, Javalution Coffee Company changed its state of incorporation from Florida to Delaware pursuant to an Agreement and Plan of Reorganization, dated July 11, 2011, which provided for the merger of Javalution Coffee Company into the newly formed Delaware corporation, AL International, Inc. The Certificate of Merger of Foreign Corporation into Domestic Corporation was filed with the State of Delaware on July 18, 2011.

Changes in Control of Issuer

On July 11, 2011, the merger of AL Global Corporation d/b/a Youngevity® Essential Life Sciences with and into Javalution Coffee Company resulted in a change of control of both companies. In connection with the merger, Javalution Coffee Company issued 560,000,000 shares of its common stock to AL Global Corporation's stockholders in exchange for all of the common stock of AL Global Corporation. These shares were approximately 70% of the fully diluted shares of Javalution Coffee Company.

Stephan Wallach, our current Chief Executive Officer and Chairman of the Board, held all of the stock of AL Global Corporation. Giving effect to the 1-for-2 reverse stock split of Javalution Coffee Company's common stock effective August 5, 2011, Mr. Wallach now holds 280,000,000 restricted shares of common stock of our Company, AL International, Inc. His wife, Michelle Wallach, our current Chief Operating Officer, beneficially owns 280,000,000 shares of common stock through joint ownership with Mr. Wallach, with whom she shares voting and dispositive control. These shares are approximately 72.7% of the outstanding shares of our Company at December 31, 2011.

On July 14, 2011, pursuant to the Agreement and Plan of Reorganization, dated July 11, 2011, new executive officers were selected to run the surviving corporation, AL International, Inc.

On July 14, 2011, pursuant to the Agreement and Plan of Reorganization, dated July 11, 2011, we agreed to appoint 5 individuals to the board of directors of AL International, Inc.

Increased in Authorized Shares and Subsequent Reverse Stock Split

Prior to the merger with AL Global Corporation d/b/a Youngevity® Essential Life Sciences effective July 11, 2011, the authorized capital of Javalution Coffee Company was 1,100,000,000 shares, consisting of 1,000,000,000 shares of common stock, no par value, and 100,000,000 shares of preferred stock, no par value.

Effective July 11, 2011, AL Global Corporation d/b/a Youngevity® Essential Life Sciences became a wholly owned subsidiary of Javalution Coffee Company. Pursuant to the terms of the merger, AL Global Corporation d/b/a Youngevity® Essential Life Sciences merged with and into Javalution Coffee Company, with Javalution Coffee Company surviving the merger. Javalution Coffee Company issued 560,000,000 shares of its common stock to AL Global Corporation's stockholders in exchange for all of the common stock of AL Global Corporation. In connection with the terms of the merger, Javalution agreed to reincorporate under Delaware law, and to change its name to AL International, Inc.

On July 15, 2011, a new entity, AL International, Inc., was incorporated in the State of Delaware.

Effective August 1, 2011, Javalution Coffee Company changed its state of incorporation from Florida to Delaware pursuant to an Agreement and Plan of Reorganization, dated July 11, 2011, which provided for the merger of Javalution Coffee Company into the newly formed Delaware corporation, AL International, Inc. The Certificate of Merger of Foreign Corporation into Domestic Corporation was filed with the State of Delaware on July 18, 2011.

As a result of the reincorporation merger, Javalution Coffee Company implemented a 1-for-2 reverse stock split of its common stock, and subsequently thereafter, each outstanding share of common stock of Javalution Coffee Company was converted into one share of common stock of AL International, Inc. According to the Financial Industry Regulatory Authority, or FINRA, the effective date for the reincorporation merger, name change to AL International, Inc., and implementation of the 1-for-2 reverse stock split was August 5, 2011.

Our current Certificate of Incorporation authorizes our Company, AL International, Inc., to issue up to an aggregate of 700,000,000 shares, consisting of 600,000,000 shares of common stock and 100,000,000 shares of preferred stock. We plan to pursue additional acquisitions as part of our growth strategy and such acquisitions may or may not require the issuance of stock.

Bankruptcy or Receivership

Neither our Company nor any predecessor has been in bankruptcy, receivership, or any similar proceeding since inception.

Defaults Upon Securities

There has not been a default on the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring us to make payments.

Deregistration of Securities

We have not had a delisting of our securities by any securities exchange, nor deletion from the OTC Bulletin Board. We have not been subject to any current, past or pending trading suspensions by a securities regulator. Our common stock is currently quoted under the symbol, "JCOF.PK" on the OTC Pink Current Information tier.

Legal Proceedings

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. We are currently not aware of any such legal proceedings or claims that we believe will have, individually or in the aggregate, a material adverse affect on our business, financial condition or operating results.

B. Business of Issuer.

We are a Delaware corporation that operates primarily in the health and wellness market of the direct selling industry, and offer a wide range of consumer products and services through an international direct marketing network. We aim to provide health conscious consumers with solutions to help those individuals achieve their nutritional and lifestyle goals. Our primary SIC Code is 5963 (Direct Selling Establishments), NAICS 454390 (Other Direct Selling Establishments). We are currently conducting operations and have generated revenue. We have never been a "shell company."

We have three sales channels: direct sales, hospitality, and convenience and grocery.

Direct Sales Market

Our direct sales market is comprised of preferred customers and distributors that purchase our nutritional and lifestyle products and services through a global "consumer cloud" of direct selling networks under our Youngevity® Essential Life Sciences division.

Direct sales or network marketing is a business-distribution model that allows a parent company to market its products directly to consumers by means of relationship referrals and direct selling. Independent, unsalaried salespeople, referred to as distributors (or associates, independent business owners, dealers, sales consultants, consultants, independent agents, etc.), represent the parent company and are awarded a commission based upon the volume of product sold through each of their independent business operations.

Independent distributors develop their organizations by either building an active customer base, who buy direct from the parent company, or by recruiting a downline of independent distributors who can also build customer bases, thereby expanding the overall organization. Additionally, distributors can also earn a profit by retailing products they purchased from the parent company at wholesale price.

Distributors earn commissions based on the sales efforts of their organization, which include their independent sales efforts as well as the leveraged sales efforts of their downline. Commissions are paid to distributors according to the company's compensation plan. There can be multiple levels of distributors receiving royalties from one person's sales. For example, after investing significant dollars in software, web development, recruiting tools, and alternative packaging, we orchestrated a national launch of our JavaFit® brand under the CLR Roasters division in July 2009. The JavaFit® direct sales affiliate base has now grown to over 4,000 affiliates. We integrated the JavaFit® brand into the Youngevity® distributor base to streamline our distribution. Youngevity® and JavaFit® have a combined total of approximately 50,000 active affiliates/distributors that distribute over 400 products throughout the United States and in 68 different countries.

Hospitality Market

Our hospitality market consists of restaurants, cruise lines, and other hospitality organizations which purchase our Café La Rica coffee produced by CLR Roasters, LLC, and other private label products, and then deliver them to their respective end-users and consumers. We sell to our hospitality market via our in-house sales force.

Convenience and Grocery Markets

Our convenience and grocery market is primarily based around our CLR Roasters' private label coffee production. We roast and package coffee for many of today's well-known retail coffee brands as their private label products. We currently produce product for wholesalers like Best Coffee, Gourmet Cup and Diplomat Coffee as well as manufacture and distribute coffee and coffee accessories to LP Signature assisted living centers. In 2011, we launched two of our retail brands, Javalution and Josie's Java House. We believe this market will continue to play a role in our future growth.

Under our CLR Roasters division, we also sell a proprietary brand of coffee known as Café La Rica. Café La Rica is an espresso sold in a 10 oz brick pack, which is a type of packaging that has been vacuum sealed for long shelf life. This brand has proven customer demand and is currently sold in Wal-Mart, Winn Dixie, and Albertsons. We service this market directly and through sales representatives. We expect further growth in our brick pack retail business distribution over the next several years and have received interest from both Navarro's and Sam's.

Research and Development

No material amounts were spent during either of the last two fiscal years on research and development activities. No costs of any research and development activities, if any, are borne directly by our customers.

Financings

Since inception until the merger in July 2011, Javalution Coffee Company financed its operations through various types of financings including debt and equity. Some of these financings were self-underwritten, but in other transactions, Javalution Coffee Company relied on the services of registered broker dealers including Sandgrain Capital and Joseph Stevens & Company. Prior to 2010, Javalution was able to secure net proceeds of approximately $7,600,000 net of brokerage fees from various financings. On July 28, 2010, Javalution Coffee Company secured an additional $1,200,000 in financing.

Our Company, AL International, Inc., has not required material financing to date. We may receive proceeds from time to time as warrant holders exercise their warrants. If all currently outstanding warrants are exercised, AL International, Inc. will receive additional proceeds of approximately $5,418,781 in financing and we will be required to issue approximately 16,531,303 shares of our common stock. AL International, Inc. will be responsible for issuing stock on behalf of warrants issued by AL Global Corporation d/b/a Youngevity® Essential Life Sciences and by Javalution Coffee Company prior to the merger effective July 11, 2011.

Employees

As of December 31, 2011, we have 99 total employees and 98 full-time employees. We believe that our current personnel are capable of meeting our operating requirements in the near term. We expect that as our business grows we may hire additional personnel to handle the increased demands on our operations and to handle some of the services that are currently being outsourced, such as brand management and sales efforts. We do not currently offer any fringe benefits plans, but we may offer such benefits as may be required to promote employee retention. None of our personnel is represented by a union.

We rely heavily on independent, unsalaried salespeople, whom we refer to as distributors. Youngevity® and JavaFit® have a combined total of approximately 50,000 active affiliates/distributors that distribute over 400 products throughout the United States and in 68 different countries.

Item 9. The nature of products and services offered.

Our principal products are 400 different healthy and nutritional products marketed under our Youngevity® division.

The majority of sales are made through around 50,000 different and independent distributors through our network marketing organization. Our general customers or end-users are individuals consuming the products for health benefits. This type of business is often referred as multi-level marketing. Therefore, we are not dependent on any few major customers.

Principal Products

<u>Youngevity® Essential Life Sciences</u>

Beyond Tangy Tangerine

Youngevity®'s number one product is Beyond Tangy Tangerine (BTT). As part of the Majestic Earth® line, Dr. Joel Wallach's core mineral supplement line, BTT contains a base of Majestic Earth® Plant Derived Minerals blended with vitamins, amino acids, and other beneficial nutrients. Building on a foundation of our famous Beyond Juice Fruit and Veggie formulas, we have added even more nutrients to make BTT a balanced and complete daily supplement. Majestic Earth® BTT is all-natural and contains no starch, wheat or yeast. This product contains no artificial sweeteners or preservatives and is glycemic-friendly.

JavaFit® Coffee

Our JavaFit® Coffee product line is manufactured by our CLR Roasters division and sold under our Youngevity® division. JavaFit® is a formulated blend of 100% premium Arabica coffee from the finest regions of Latin America. Our experienced staff carefully chooses freshly roasted gourmet beans to create a delicious, full-bodied flavor. Many of our consistently rich, gourmet coffees are packed with vitamins, minerals and supplements.

Our JavaFit® brand has 11 different coffee products in various sizes and varieties, including traditional or organic fair trade, 8 oz (ground) or 1-pound (whole bean) bags, single pot Frac packs, or single serve packets.

<u>DrinkACT</u>

Our DrinkACT division is focused on developing products that target three areas: energy, wellness, and weight management. Our flagship product is Advanced Cellular Technology (A.C.T.) Energy, sold by the can and in powder form, which we believe to be the first all-natural, healthy energy drink on the market. We also sell the following products under the DrinkACT division:

- ACT Energy Cans;
- ACT Stick Packs;
- ACT Canisters;
- Bellamora;

- Anti-Aging Duo Kit;
- Anti-Aging Sample Kit;
- Body Trim;
- Drop It;
- Formuleen;
- G.T.O.;
- G.T.O XT;
- Ignite 15;
- Invigorita;
- Power Up;
- Power Down;
- Saxi; and
- Shake Down

CLR Roasters, LLC

We offer a complete range of services and coffee products under our wholly owned subsidiary, CLR Roasters, LLC. Our products include:

- 100% Colombian Premium Blend;
- House Blend;
- Dark Roast;
- Donut Shop;
- Flavored Coffees;
- Espresso;
- Italian Espresso;
- Decaffeinated Coffee;
- Half Caff Espresso;
- Organic Coffees; and
- Select Water Decaffeinated

Café La Rica

We sell a proprietary brand of coffee known as Café La Rica, marketed under our CLR Roasters division. Café La Rica is an espresso sold in a 10 oz brick pack, packaging that has been vacuum sealed for long shelf life. This brand has proven customer demand and is currently sold in Wal-Mart, Winn Dixie, and Albertsons. We service this market directly and through sales representatives. We expect further growth in our brick pack retail business distribution over the next several years and have received interest from both Navarro's and Sam's.

Additionally, we provide coffee for Carnival Cruise Lines, Costa Cruise Lines, Regent Cruise Lines, and Aldi Stores. We are exploring opportunities with other cruise lines and wellness centers to be their private label provider of ground coffee.

Roasting Services

Since our roasting capabilities are greater than our packaging capabilities, we market our roasting services to a number of distributors to take advantage of our excess roasting capacity. We roast coffee for a number of distributors and ship to them in 1,000 pound sacks called "Super Sacks." The distributors then package these roasted coffees (either whole bean or ground) with their own packaging equipment.

Private Label Production

We roast and package coffee for many of today's well-known retail coffee brands as their private label producers. Our customers include wholesalers like Best Coffee, Gourmet Cup and Diplomat Coffee. We also manufacture and distribute coffee and coffee accessories to LP Signature assisted living centers.

As our distribution grows, we intend to offer new and improved products to meet consumer demand and changing tastes.

Sources and Availability of Raw Materials

We purchase raw material from numerous domestic and international suppliers. Other than the coffee products produced through CLR Roasters, all of our products are manufactured by independent sole suppliers. To achieve certain economies of scale, best pricing and uniform quality, we rely primarily on a few principal suppliers, including: Pacific Nutritional, Pharmachem, Nutrition Engineers, Alix Technologies and Wild Flavors.

Sufficient raw materials were available during our fiscal year ended December 31, 2011 and we believe they will continue to be. We generally utilize supply and forward-purchase contracts to help ensure availability and help manage the volatility of the pricing of raw materials needed in our operations. We monitor the financial condition of certain suppliers, their ability to supply materials to meet our needs and the market conditions for these raw materials. We believe we will be able to find alternative suppliers on similar market terms if needed.

Our JavaFit® Brand and the Importance of Functional Foods

"Functional foods" are commonly consumed food or drink products that have been enhanced by the addition of vitamins or other nutraceuticals to provide special nutritional benefits. Examples of other similar products in the marketplace include bottled fruit juice or water with added nutrients (i.e., Sobe®, VitaminWater®, Tazo®); orange juice fortified with calcium or breakfast cereals fortified with vitamins. Two of the most visible functional foods are (1) nutrition/sports bars, which deliver energy, fiber and nutritional ingredients in a convenient, easy to eat food form, and (2) functional beverages, which are enhanced with vitamins, calcium and other nutrients. We expect to see a proliferation of functional foods and beverages in the general marketplace, creating widespread awareness of their benefits.

We intend to use our unique JavaFit® line of coffee products to develop a leading position within the coffee category of the fast growing "functional food" market, estimated to grow to be $49 billion by decade's end. All JavaFit® ground coffee is roasted and packaged at CLR Roasters, our own roasting plant. Our plant is currently operating at 30% of its roasting capacity and we already have additional roasting equipment in place that will allow us to double our roasting capacity as demand for JavaFit® grows. Our roasting operation is capable of producing regular and decaf coffee in ground coffee, espresso coffee, and in whole roasted beans.

Compliance with Government Regulations

The manufacturing, processing, formulating, packaging, labeling, distributing, selling and advertising of our products are subject to regulation by one or more federal agencies. The most active regulation has been administered by The Food and Drug Administration (the "FDA") which regulates our products pursuant to the Federal Food, Drug and Cosmetic Act (the "FDCA") and regulations promulgated thereunder. In particular, the FDA regulates the safety, manufacturing, labeling and distribution of dietary supplements, including vitamins, minerals and herbs, food additives, food supplements, over-the-counter drugs and prescription drugs, medical devices and cosmetics. In addition, the Federal Trade Commission (the "FTC") has overlapping jurisdiction with the FDA to regulate the labeling, promotion and advertising of dietary supplements, over the counter drugs, cosmetics and foods.

Compliance with applicable FDA and any state or local statute is critical. Although we believe that we will be in compliance with applicable statutes, there can be no assurance that, should the FDA amend its guidelines or impose more stringent interpretations of current laws or regulations, we would be able to comply with these new guidelines. We are unable to predict the nature of such future laws, regulations, interpretations or applications, nor can we predict what effect additional governmental regulations or administrative orders, when and if promulgated, would have on our business in the future. These regulations could, however, require the reformulation of our coffee to meet new standards, market withdrawal or discontinuation of certain products not able to be reformulated.

Advertising of dietary supplement products is subject to regulation by the FTC under the Federal Trade Commission Act (the "FTCA"). Section 5 of the FTCA prohibits unfair methods of competition and unfair or deceptive trade acts or practices in or affecting commerce. Section 12 of the FTCA provides that the dissemination or the causing to be disseminated of any false advertising pertaining to drugs or foods, which would include dietary supplements, is an unfair or deceptive act or practice. Under the FTC's Substantiation Doctrine, an advertiser is required to have a "reasonable basis" for all objective product claims before the claims are made. Pursuant to this FTC requirement, we are required to have adequate substantiation of all material advertising claims made for our products.

Marketing

The acceptance of both Youngevity® and JavaFit® into the marketplace relies on the strength and mass of our direct sales force. CLR Roasters relies on its internal sales force to market its products. Although we support our direct marketing efforts with some target marketing, we believe a direct marketing approach focused on word of mouth recommendations from our army of distributors produces the greatest results.

Advertising, Public Relations and Trade Shows

<u>JavaFit® Coffee</u>

We have aggressively marketed our JavaFit® brand and have paid for different types of media advertising.

We have appeared in over 30 television spots including on:

- WSVN – FOX, Miami
- KTNV - ABC, Las Vegas
- KABC - ABC, Los Angeles

We have appeared in various print magazines and publications including:

- Muscle & Fitness, Flex
- The New York Post, The Washington Post
- Florida Business Journal
- First for Women, Women's Health and Fitness
- The National Enquirer, Star Magazine
- Men's Edge, Outside Magazine
- Redbook, Upscale

- College Bound Teens

We take part in various trade shows with the goal of increasing brand awareness and credibility via grassroots marketing efforts including:

- Arnold Classic, Olympia
- NATSO (National Association of Truck Stops and Travel Centers)
- Regional Distribution Buyer Shows
- NAMA (National Automatic Merchandising Association)
- International Society of Sports Nutrition
- Coffee Services Show, Coffee Fest
- Power House Convention, Club Industry, IHRSA
- Boston Marathon, Miami Marathon, Austin Marathon, Los Angeles Marathon
- NACS (Nationals Association of Convenience Stores)
- National Association of Chain Drug Stores
- Specialty Coffee Association

Intellectual Property

Patent Application (Pending approval with the USPTO)

We filed a patent application with United States Patent Trademark Office (the "USPTO") related to our JavaFit® brand for a patent entitled, "Nutrified Coffee Compositions." This patent application seeks to protect rights to our use of coffee as a nutrient and supplement delivery device and to protect certain of our proprietary product formulations. We have been assigned all right, title and interest in the intellectual property relating to the patent application, free and clear of any claims or rights to royalties.

Trademarks

We have been granted the following United States trademarks:

- Youngevity®
- Majestic Earth®
- JavaFit®

The duration of these marks vary, but it is our intent to continually maintain and renew as needed to continue and continually perfect these marks.

Competition

The diet, fitness and health food industries, as well as the food and drink industries in general, are highly competitive, rapidly evolving and subject to constant change. The number of competitors in the overall diet, fitness, health food, and nutraceutical industries is virtually endless. We expect that as our products establish a market niche, competition will arise from a variety of sources, from large multinationals like General Foods and Nestle, already in the coffee business, to the myriad of other smaller national and regional nutraceutical companies, including Herbalife, Visalus, Shaklee, and Isagenix.

Many of our potential competitors have:

- greater financial, technical, personnel, promotional and marketing resources than us;
- longer operating histories;
- greater name recognition; and
- larger consumer bases than us.

We believe that existing industry competitors are likely to continue to expand their product offerings. Moreover, because there are few, if any, substantial barriers to entry, we expect that new competitors are likely to enter the "functional foods" and nutraceutical markets and attempts to market "functional food" or nutraceutical coffee products similar to our products, which would result in greater competition. We cannot be certain that we will be able to compete successfully in this extremely competitive market.

Item 10. The nature and extent of the issuer's facilities.

We operate our business at the following facilities:

1. Our corporate headquarters, and the location of Youngevity®'s operations and distribution center, is located in Chula Vista, California. The facility consists of a 58,000 square foot Class A single use building that is comprised 20% of office space and the balance is used for distribution. The lease expires April 30, 2021. Our rent is approximately $28,000 per month.

2. Roasting, distribution and operations for our CLR Roasters division are handled in our Miami, Florida based facility, which consists of 18,000 square feet that includes 2,500 square feet of office space. This facility is leased for five years with a five year renewal option. Our rent is approximately $12,000 per month.

3. Our marketing office is located in Windham, New Hampshire, which consists of 20,000 square feet that includes 18,000 square feet of office space. This facility is leased for ten years with renewal options. Our rent is approximately $23,500 per month.

Part D - Management Structure and Financial Information

Item 11. The name of the chief executive officer, members of the board of directors, as well as control persons.

A. Officers and Directors.

The following table sets forth the names, positions, and compensation of our five executive officers:

Executive Officer Table for the Fiscal Year Ended December 31, 2011

Name of Executive Officer (1)	**Position Held**	**Compensation Received** (2)
Stephan Wallach	Chief Executive Officer and Chairman of the Board	$260,000
Michelle Wallach	Chief Operating Officer and Director	$172,446 (3)
William Andreoli	President of the Youngevity® Essential Life Sciences division	$170,000
Christopher M. Nelson, CPA	Chief Financial Officer	$150,000
David Briskie	President of Commercial Development and Director	$135,000

(1) The business address for each officer listed above is: AL International, Inc., 2400 Boswell Road, Chula Vista, CA 91914.

(2) Mr. Stephan Wallach, Mr. David Briskie, and Ms. Michelle Wallach have direct and/or indirect (beneficially) distributor positions in our Company that pay income based on the performance of those distributor positions in addition to their base salaries, and the people and/or companies supporting those positions based upon the contractual agreements that each and every distributor enter into upon engaging in the network marketing business. The Board of Directors has approved these distributor positions. The contractual terms of these positions are the same as those of all the other individuals that become distributors in our Company. There are no special circumstances for these officers/directors.

(3) Ms. Michelle Wallach received $155,646 for the fiscal year ended December 31, 2011 related to her independent distributor position.

The following table sets forth the names, positions, and compensation of our non-employee directors. Directors who are also employees are included in the office table above:

Director Table for the Fiscal Year Ended December 31, 2011

Name of Non-Employee Director	Position Held	Compensation Received
Richard Renton 12692 Washougal Road Washougal, WA 98671	Director	(1)
John Rochon 2400 Dallas Parkway Suite 230 Plano, TX 75093	Director	$0

(1) Mr. Renton was appointed to our Board of Directors on January 9, 2012, after the end of our fiscal year.

The principal occupation and business experience, for at least the past five years, of each current director and executive officer is as follows:

Stephan Wallach, Chief Executive Officer and Chairman of the Board

Mr. Stephan Wallach was appointed to the position of Chief Executive Officer on July 11, 2011 pursuant to the terms of the merger agreement between Youngevity® and Javalution Coffee Company, and previously served as President and Chief Executive Officer of AL Global Corporation d/b/a Youngevity® Essential Life Sciences. He has served as a director of our Company since inception, and was appointed Chairman of the Board January 9, 2012. With more than 15 years of sales and network marketing experience, Mr. Wallach successfully guided Youngevity® through at least 10 mergers and acquisitions, while managing the daily challenges of running a corporation. Mr. Wallach shares the passion of his father, the founder of Youngevity®, for public access to complete and accurate health information. He is a frequent talk radio program guest and speaks eloquently about the company's mission to place information into the hands of consumers, allowing them to make informed healthcare decisions. Mr. Wallach's business philosophy reflects his strong belief that passion should be the driving force behind any organization, with flexibility and efficiency being key elements along the road to success in the business world. Having assembled a dynamic, talented, and experienced management team as well as solid infrastructure, Mr. Wallach has positioned our Company for steady growth both domestically and internationally.

Michelle G. Wallach, Chief Operating Officer and Director

Ms. Michelle Wallach was appointed to the position of Chief Operating Officer on July 11, 2011 pursuant to the terms of the merger agreement between Youngevity® and Javalution Coffee Company, and previously served as Corporate Secretary and Manager of AL Global Corporation d/b/a Youngevity® Essential Life Sciences. She has a vast background in network marketing, including more than 10 years in distributor management. Her career in network marketing began in 1991 in Portland, Oregon, where she developed a successful nutritional health product distributorship. In 1996, Ms. Wallach moved to San Diego with the vision to expand her business and capitalize on the growing the health and nutrition industry. A year later, she and the Wallach family together launched our Youngevity® division. As a hands-on manager, Ms. Wallach has an active role in promotion, convention and event planning, domestic and international training, and product development.

William Andreoli, President of the Youngevity® Essential Life Sciences division

Mr. William Andreoli was appointed to the position of President of the Youngevity® Essential Life Sciences division on October 25, 2011 pursuant to the terms of the merger agreement between Youngevity® and Financial Destination, Inc., and previously served as founder and Chief Executive Officer of Financial Destination, Inc.

Mr. Andreoli founded Financial Destination, Inc. in July 2003, and was its President and CEO until our acquisition of the company on October 25, 2011. With Mr. Andreoli's focus of always putting the needs of the customer first, Financial Destination, Inc. has grown to service hundreds of thousands of customers over the years and is continuing to gather hundreds of new customers every day.

David Briskie, President of Commercial Development and Director

Mr. David Briskie was appointed to the position of President of Commercial Development on July 11, 2011 pursuant to the terms of the merger agreement between Youngevity® and Javalution Coffee Company, and previously served as the Chief Executive Officer and director of Javalution Coffee Company. Prior to joining Javalution Coffee Company in 2007, Mr. Briskie had an 18-year career with Drew Pearson Marketing ("DPM"), a consumer product company marketing headwear and fashion accessories. He began his career at DPM in 1989 as Executive Vice President of Finance and held numerous positions in the company, including vice president of marketing, chief financial officer, chief operating officer and president. During his tenure, DPM's annual sales reached $70 million. In addition, DPM expanded its global position by adding offices in Dallas, New York, Hong Kong and Minnesota and by forming Drew Pearson International ("DPI"), which introduced the DPM products to fifteen European countries, Canada, Mexico, Latin America and Asia. From 1996 through 2006, Mr. Briskie served as Chief Executive Officer of DPM and DPI. He assisted those companies in obtaining multi-million dollar contracts and building relationships with companies such as Disney, Warner Brothers, the National Football League, the National Basketball Association, Major League Baseball, the National Hockey League, major universities, Anheuser Busch and General Motors. In 2001, Mr. Briskie orchestrated a merger of DPM and DPI with its key manufacturing partner, Mainland Headwear, and the merged company was taken public on the Hong Kong Stock Exchange. Mr. Briskie graduated magna cum laude from Fordham University with a double major in marketing and finance.

Christopher M. Nelson, CPA, Chief Financial Officer

Mr. Christopher Nelson has served as our Chief Financial Officer since July 2011. He is a CPA in good standing with the state of California. Mr. Nelson has more than 15 years of financial leadership experience, which he developed at KPMG LLP, Intuit Inc., and the City of San Diego. Mr. Nelson received his MBA and Master's Degree in Accounting from San Diego State University. Prior to joining Youngevity® and now AL International, Inc., Mr. Nelson served as the CFO of VOCEL, Inc. where he was honored as one of the finalists for 2009 CFO of the Year in the greater San Diego area. There, Mr. Nelson led the initiative to obtain legal FDA approval of a mobile technology at VOCEL called The Pill Phone™, a mobile medical application that helps individuals manage their medication.

Richard Renton, Director

Mr. Richard Renton was appointed to our Board of Directors on January 9, 2012, and currently serves on the Youngevity® Medical and Athletic Advisory Boards. As a Youngevity® Diamond Executive Leader, he oversees quality control issues for our Youngevity® products, which role includes testing the formulations and taste of new or changing products. For the past five years, Mr. Renton has owned his own business, NWNS, Inc., which provides nutritional products to companies like ours. Currently, we contract with Mr. Renton's company, NWNS, Inc., to purchase Beyond Tangy Tangerine. Mr. Renton graduated from Portland State University with quad majors in Sports Medicine, Health, Physical Education, and Chemistry. He has served as an Associate Professor at PSU in health and first aid, and was the Assistant Athletic Trainer for PSU, the Portland Timbers Soccer Team, and the Portland Storm Football team. Mr. Renton is a board certified Athletic Trainer with the National Athletic Trainers Association.

John Rochon, Director

Mr. John Rochon was appointed to our Board of Directors on July 15, 2011. He is founder and chairman of Richmont Holdings Strategic Alliance. Mr. Rochon is a veteran of more than three decades of successful leadership in finance, marketing, sales and operations. After spending the early part of his career working for Chesebrough-Ponds (Unilever) and Ecolab International, he joined Mary Kay Inc. in 1980. In 1984, he became chief financial officer of Mary Kay Inc.

Mr. Rochon was the architect of Mary Kay's management-led leveraged buyout in 1985, arranging the financing and executing the transaction. That leveraged buyout is regarded as one of the most successful in business history. During the following 16 years, the company's retail revenue grew from $500 million to almost $3 billion and Mary Kay became the world's best-selling brand of skin care & color cosmetics. Mr. Rochon became vice chairman in 1987, and was appointed to the position of chairman and chief executive officer in 1991.

With Mr. Rochon as its General Partner, Richmont Capital Partners I became the largest shareholder in Avon Products, Inc., which subsequently experienced tremendous growth. Mr. Rochon has managed the growth of dozens of Richmont entities, in such varied industries as financial services, marketing, international trading, food services and office supplies.

Mr. Rochon holds a B.Sc. and an MBA from the University of Toronto, and has written and spoken extensively on topics relating to business strategy. He is a member of the School of Administration Advisory Board of the University of Texas at Dallas and is a past trustee of the University of Scranton and serves on The President's International Alumni Council of the University of Toronto. Further, Mr. Rochon established and heads the Rochon Family Foundation to assist victims of violence against women, particularly sexual assault.

Mr. Rochon is also a member of the following boards:

• Black Creek Holdings, Inc.	Officer, Director
• Cedar Creed Investment, LLC	Manager, member
• Envirosmart, Inc.	Officer, Director
• Happenings Communications Group, Inc.	Officer, Director, Shareholder
• International Communciation Materials, Inc.	Officer, Director
• Jameson Bank	Director
• Johnick RD Holding Corp.	Officer, Director
• John Rochon Family Partnership, LP	Limited Partner
• John Rochon Management, Inc.	Officer, Director, Shareholder
• Lasting Impressions, Inc.	Officer, Director
• NuKote, Inc.	Officer, Director
• Obsidian Arrowpoint, Ltd.	Officer, Director
• Oxygenline, Ltd.	Director
• Richmont Aviation, Inc.	Officer, Director, Shareholder
• Richmont Creations, Inc.	Director
• Richmont Corporation	Director, Shareholder
• Richmont Direct LLC	Officer, Director, Member
• Richmont Family Partnership Management, Inc.	Officer, Director
• Richmont Global Unlimited, Inc.	Officer, Director
• Richmont Holdings, Inc.	Director, Shareholder
• Richmont Investment Management, Inc.	Director
• Richmont Media, Inc.	Officer, Director, Shareholder
• Richmont Financial, LLC	Officer, Director, Shareholder
• Richmont Trading Corporation	Director, Shareholder
• Richmont Real Estate, Inc.	Officer, Director Shareholder
• The Rochon Family Foundation	Officer, Director, Member

Employment and Professional Agreements with Our Executive Officers

We have an employment agreement with Mr. Briskie, our President of Commercial Development, which runs through June 30, 2012 with an option to extend. It is attached to this Annual Report as Exhibit 1. His current salary is $135,000 per year. Mr. Briskie will also participate in a bonus program that pays out for growth of sales quarter to quarter in the amount of 20% of net sales. In addition, he is entitled to be awarded stock options as outlined in his employment agreement.

Securities Beneficially Owned by Directors and Officers as of April 6, 2012

Name	Position Held	Shares of Common Stock Held (1)	Shares of Preferred Stock Held (1)
Stephan Wallach (2)	Chief Executive Officer and Chairman of the Board	280,000,000	0
Michelle Wallach (3)	Chief Operating Officer and Director	280,000,000	0
William Andreoli	President of Youngevity® Essential Life Sciences division	0	0
Christopher M. Nelson, CPA	Chief Financial Officer	0	0
David Briskie	President of Commercial	11,443,771	0

	Development and Director		
Richard Renton	Director	6,000	0
John Rochon (4)	Director	5,000,000	0

(1) All shares have been adjusted to reflect a 1-for-2 reverse stock split, effective August 5, 2011.

(2) Mr. Stephan Wallach owns 280,000,000 shares of common stock through joint ownership with his wife, Michelle Wallach, with whom he shares voting and dispositive control.

(3) Ms. Michelle Wallach beneficially owns 280,000,000 shares of common stock through joint ownership with her husband, Stephan Wallach, with whom she shares voting and dispositive control.

(4) Mr. John Rochon beneficially owns 5,000,000 shares of common stock through Rochon Capital Partners Ltd.

B. Legal/Disciplinary History.

None of our officers or directors have, in the last five years, been the subject of:

- A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);
- The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;
- A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or
- The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

C. Disclosure of Family Relationships.

Stephan Wallach, our Chief Executive Officer, and Michelle Wallach, our Chief Operating Officer, are husband and wife. Additionally, Dr. Joel Wallach, the co-founder of AL Global Corporation d/b/a Youngevity® Essential Life Sciences, is the father of Stephan Wallach and father-in-law of Michelle Wallach.

There are no other family relationships between or among the directors, executive officers or persons nominated or chosen by our stockholders or us to become directors or executive officers.

D. Disclosure of Related Party Transactions.

We conduct a review of all related party transactions for potential conflict of interest situations on an ongoing basis and all such transactions relating to executive officers and directors must be approved by disinterested members of our Board of Directors. On May 1, 2001, we entered into a lease agreement with Wallach Family Trust, an entity controlled by our co-founder, Dr. Joel Wallach, to lease our corporate headquarters at 2400 Boswell Road, Chula Vista, CA 91914 for $28,500 per month. The lease was assigned to 2400 Boswell LLC, a single member LLC currently owned by Stephan Wallach, our Chief Executive Officer and Chairman of the Board, in 2006. The lease expires April 30, 2021.

From time to time, we enter into vendor purchase orders with NWNS, Inc., whereby NWNS, Inc. agrees to supply us with Beyond Tangy Tangerine. NWNS, Inc. is jointly owned by Mr. Richard Renton, a member of our Board since January 2012, and his wife. During the year ended December 31, 2011, we paid NWNS, Inc. an aggregate of $999,085. From January 1, 2012 through February 29, 2012, we paid NWNS, Inc. an aggregate of $317,332. At the time of the executed purchase orders in 2011, Mr. Renton was not a member of the Board and therefore, the transaction was not considered to be a related-party agreement, but that of arms-length. Once Mr. Renton was appointed to the Board, the disinterested members of the Board evaluated the vendor purchase orders and determined the transaction was made on terms equivalent to those that prevail in arm's length transactions. The material terms of the agreement are as follows:

E. Disclosure of Conflicts of Interest.

As notated above, we have entered into vendor purchase orders with NWNS, Inc., whereby NWNS, Inc. agrees to supply us with Beyond Tangy Tangerine, and plan to enter into similar vendor purchase orders in the future. NWNS, Inc. is jointly owned by Mr. Richard Renton, a member of our Board since January 2012, and his wife. During the year ended December 31, 2011, we paid NWNS, Inc. an aggregate of $999,085. From January 1, 2012 through February 29, 2012, we paid NWNS, Inc. an aggregate of $317,332. At the time of the executed purchase orders in 2011, Mr. Renton was not a member of the Board and therefore, the transaction was not considered to be a related-party agreement, but that of arms-length. Once Mr. Renton was appointed to the Board, the disinterested members of the Board evaluated the vendor purchase orders and determined the transaction was made on terms equivalent to those that prevail in arm's length transactions. We believe, however, that Mr. Renton's professional and personal interests are aligned with ours as it is in both of our best interests to increase product sales.

Item 12. Financial information for the issuer's most recent fiscal year.

The following financial statements for the fiscal year ended December 31, 2011 are included below:

- Consolidated Statement of Assets, Liabilities, and Equity (Balance Sheet) at December 31, 2011 (unaudited);
- Consolidated Statement of Revenue and Expenses for the Fiscal Year Ended and the Quarter Ended December 31, 2011 (unaudited);
- Consolidated Statement of Cash Flows for the Quarter Ended December 31, 2011 (unaudited); and
- Consolidated Statement of Changes in Stockholders' Equity for the Quarter Ended December 31, 2011 (unaudited); and
- Notes to Consolidated Financial Statements.

AL International, Inc.

As of December 31, 2011

Consolidated Statement of Assets, Liabilites and Equity (unaudited)

		Combined
Assets		**December 31, 2011**
Cash and Cash Equivalents	$	1,015,896
Accounts Receivable		1,010,675
Credit Card Income Receivable		708,846
Inventory		5,370,159
Prepaid Expenses and Other Current Assets		1,145,312
Property and Equipment, Net		1,093,445
Intangible Assets, Net		10,076,926
Total Assets	**$**	**20,421,259**

Liabilities and Shareholders' Equity		
Liabilities:		
Accounts Payable	$	2,096,359
Accrued Commissions		1,527,655
Other Current Liabilities		1,878,068
Loans Payable to Related Parties		-
Notes Payable		7,846,579
	$	13,348,660
Shareholders' Equity:		
Preferred Stock, $0.001 par value: 1,000,000 share authorized 271,135 shares issued and outstanding		271
Common Stock, $0.001 par value: 600,000,000 share authorized; 385,237,309 shares issued and outstanding		385,237
Additional Paid in Capital		4,122,477
Accumulated Comperhensive Income (Foreign Exchange)		
Retained Earnings		2,564,614
	$	7,072,599
Total Liabilities and Shareholders' Equity	**$**	**20,421,259**

AL International, Inc.

Calendar Quarter Ending December 31, 2011

Consolidated Statement of Revenue and Expenses (unaudited)

	COMBINED Year-to-Date December 31, 2011	COMBINED Quarter-to-Date December 31, 2011
Net Sales	$ 40,232,949	$ 11,364,367
Cost of Sales	10,229,409	2,154,054
Gross Profit	**$ 30,003,539**	**$ 9,210,312**
Operating Expenses:		
Selling Expenses	16,877,248	5,141,702
Payroll and Related Benefits	3,691,625	899,191
Delivery, Freight, and Postage	3,252,498	944,186
Royalties & Licensing	1,561,623	967,798
Credit Card Processing Fees	894,278	257,214
Outside Services	630,057	249,594
Office Expenses	371,261	216,204
Advertising and Promotion	367,252	20,207
Other Operating Expenses	659,299	87,250
Rent, Building Maintenance, and Utilities	768,115	154,003
Depreciation and Amortization	378,186	100,040
Insurance	53,500	24,014
Travel	259,621	8,740
	$ 29,764,564	$ 9,070,143
Net Income/(Loss) from Operations	**$ 238,975**	**$ 140,170**
Other Income (Expenses):		
Interest Income	2,028	2,028
Other Income	1,780,601	1,772,943
Income Taxes	(173,805)	(91,546)
Interest & Finance Expense	(152,640)	(7,212)
Foreign Currency Gain or (Loss)	(3,013)	(968)
	$ 1,453,170	$ 1,675,244
Net Income/(Loss)	**$ 1,692,145**	**$ 1,815,413**
EBITDA	**$ 2,396,776**	**$ 2,014,212**

AL International, Inc.
As of December 31, 2011

Consolidated Statement of Cash Flows (unaudited)

Net earnings	$ 1,815,413
Adjustments to reconcile net earnings to net cash used by operations:	
Depreciation and amortization	100,040
Changes in operating assets and liabilities	
Accounts Receivable	(470,070)
Credit Card Income Receivable	(289,838)
Inventory	(2,370,570)
Prepaid Expenses and Other Current Assets	(515,707)
Accounts Payable	754,656
Accrued Commissions	201,226
Other Current Liabilities	1,776,167
Total adjustments	(814,098)
Net cash provided by operating activities	1,001,315
Cash flows used in investing activities	
Acquisitions	(6,230,000)
Fixed Asset Additions	(249,495)
Net cash used in investing activities	(6,479,495)
Cash flows from financing activities	
Increase in notes payable	6,438,484
Payments of notes payable	(108,345)
Net cash provided by financing activities	6,330,139
Net decrease in cash and cash equivalents	851,960
Cash and cash equivalents, beginning of period	163,936
Cash and cash equivalents, end of period	1,015,896

AL International, Inc.
As of December 31, 2011

Consolidated Statement of Changes in Stockholders Equity (unaudited)

	Preferred Stock		Common Stock		Additional Paid-in	Retained	
	Shares	Amount	Shares	Amount	Capital	Earnings	Total
Balance at September 30, 2011	351,135	$ 351	383,006,580	$ 383,007	$ 4,124,628	$ 749,200	$ 5,257,185
Net earnings						1,815,413	1,815,413
Issuance of common stock pursuant to the exercise of stock warrants			1,800,000	1,800	(1,800)		-
Issuance of common stock pursuant to the conversion of convertible debentures, preferred and accrued interest (post-split)	(80,000)	(80)	430,729	431	(351)		-
Balance at December 31, 2011	271,135	$ 271	385,237,309	$ 385,238	$ 4,122,477	$ 2,564,613	$ 7,072,599

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AL INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1-Organization

On July 11, 2011, Javalution Coffee Company, A Florida corporation ("Javalution"), acquired all of the outstanding stock of AL Global Corporation, A California corporation ("AL Global"). For accounting purposes, the acquisition has been treated as a recapitalization of AL Global with AL Global as the acquirer (reverse acquisition). On August 1, 2011 Javalution was reincorporated as AL International, Inc. a Delaware corporation (the "Company").The historical financial statements prior to Jull 11, 2011 are those of Javalution Coffee Company, the OTC trading Symbol JCOF.

The Company develops and distributes health and nutrition products through its global independent direct sales network, also known as multi-level marketing, and manufactures coffee products which are sold to commercial customers. The Company operates two business segments, its direct sales segment and its commercial coffee segment.

2-Summary of Significant Accounting Policies

Consolidation
The accompanying financial statements include the accounts of the Company and its wholly-owned subsidiaries AL Global Corporation, CLR Roasters LLC, Financial Destination, Inc., Youngevity Australia Pty. Ltd., Youngevity NZ Ltd. and variable interest entities AL Corporation Holding Pte. Ltd., DrinkACT Philippines, Inc. All inter-company accounts and transactions between the entities have been eliminated in consolidation.

Use of Estimates
The Company prepared its consolidated financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America ("GAAP"). In preparing these statements the Company is required to use estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. Actual results could differ materially from those estimates and assumptions. On an ongoing basis the Company reviews its estimates, including those related to allowances for inventory obsolescence, sales returns, income taxes and tax valuation reserves.

Cash and Cash Equivalents
The Company considers only its monetary liquid assets with original maturities of three months or less as cash and cash equivalents.

Accounts Receivable
The Company's accounts receivable for the years ended December 31, 2011 and 2010 consist primarily of receivables from CLR Rosters division. The Company considers the collectability of its accounts receivable based on historical experience and specific identification. No reserve has been recorded as of December 31, 2011.

Inventory
Inventory is stated at the lower of cost or market value. Cost is determined using the first-in, first-out method. The company has capitalized payments to its contact manufacturers for the acquisition of raw materials and commencement of the manufacturing and packaging of the Company's product.

Property and Equipment
Property and equipment are recorded at cost. Depreciation is provided in amounts sufficient to relate the cost of depreciable assets to operations over the estimated useful lives of the related assets. The straight-line method of depreciation and amortization is followed for financial statement purposes. Leasehold improvements are amortized over the shorter of the life of the respective lease or the useful life of the improvements. Estimated service lives range from three to ten years. When such assets are sold or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in operations in the period of disposal. The cost of normal maintenance and repairs is charge to expense as incurred. Significant expenditures that increase the useful life of an asset are capitalized and depreciated over the estimated useful life of the asset.

Goodwill and Intangible Assets
Goodwill and intangible assets with indefinite lives are not amortized, but rather are assessed for impairment annually and on the occurrence of an event that indicates impairment may have occurred. Intangible assets with estimable useful lives are amortizes using a straight-line method over the estimated useful lives of the assets.

The Company completed its annual goodwill and indefinite-lived intangible assets impairment assessments for the years ended December 31, 2011 and 2010.

Revenue Recognition
The Company ships the majority of its product directly to the consumer via UPS and receives substantially all payments for these sales in the form of credit card charges. Revenue is recognized upon passage of title and risk of loss to customers when product is shipped from the fulfillment facility. Sales revenue and a reserve for estimated returns are recorded when product is shipped.

Product Return Policy
All products, except for food products and commercial coffee products are returnable within the first 30 days following receipt by the customer and the customer is refunded at 100% of the sales price, subject to adherence to an advance return authorization procedure. Returned product must be in unopened resalable condition. Commercial coffee products are returnable only if defective. The Company establishes the returns reserve based on historical experience.

Shipping and Handling
Shipping and handling costs associated with inbound freight and freight out to customers including independent distributors are included in cost of sales. Shipping and handling fees charged to all customers are included in sales.

Distributor Incentives
Distributor incentives expenses include all forms of commissions, compensation and other incentives paid to our Distributors.

Selling, General and Administrative

Selling, general and administrative expenses include wages and benefits, depreciation and amortization, rents and utilities, distributor event costs, advertising and professional fees, marketing and research and development expenses.

Comprehensive Income

Comprehensive income is defined as all changes in equity from "non-owner" sources. The components of comprehensive income include the total of net income and currency translation adjustments.

Recently Adopted Accounting Pronouncements

In December 2010, the Financial Accounting Standards Board (the "FASB") issued updated authoritative guidance relating to the accounting for intangibles. The guidance modifies the steps for testing the carrying amount of goodwill and other intangibles, to determine if it is more likely than not than impairment exists. The guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2010. The Company adopted the guidance January 1, 2011 and its application had no impact on the Company's consolidated financial statements.

In December 2012, the FASB issued updated authoritative guidance relating to disclosure of supplementary pro forma information for business combinations. The guidance specifies that, if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The updated guidance also expands the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring, pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue earnings. The guidance is effective prospectively for business combinations for which the acquisitions date is on or after the beginning of the first annual reporting period beginning on or after December 15,2010. The Company adopted the guidance January 1, 2011.

3-Buisness Combinations

Financial Destinations, Inc.

In October 2011, the Company acquired all outstanding stock of Financial Destinations, Inc., a New Hampshire corporation, and its related entities, FDI Management, Inc., a New Hampshire corporation, and MoneyTrax, LLC, a New Hampshire Limited Liability corporation (Collectively "FDI"). FDI is a direct marketer of s a seller of financial and health and wellness-related services. The transaction was accounted for as a business combination. The consideration to be paid by the Company is contingent, based on a percentage of revenue of the Company, which the Company has estimated its fair value to be approximately $6.0 million. Consideration paid for the year ended December 31, 2011 was approximately $39,000.

Adaptogenix

In August 2011, the Company acquired substantially ass assets of Adaptogenix, LLC, a Utah limited liability corporation ("Adaptogenix"). Adaptogenix is a seller of botanical derived products, including a health line, wellness beverages and energy drinks and has developed a distributorship organization of independent authorized agents for the sale of its products. The transaction was accounted as a business combination. The purchase price was $1.3 million, $300,000 of which was paid at closing, $100,000 of which was paid in September 2011 and a promissory note for $990,000.

Javalution

On July 11, 2011, Javalution Coffee Company, a Florida corporation ("Javalution"), acquired all of the outstanding stock of AL Global Corporation, a California corporation ("AL Global"). For accounting purposes, the acquisition has been treated as a recapitalization of AL Global with AL Global as the acquirer (reverse acquisition). On August 1, 2011 Javalution was reincorporated as AL International, Inc.

a Delaware corporation (the "Company"). The historical financial statements prior to July 11, 2011, are those of Javalution.

R-Garden
In July 2011, AL Global acquired certain assets of R Garden, Inc., a Washington corporation ("R Garden") R Garden is a designer of nutritional supplements, including vitamin, mineral and unique plant enzyme supplements and has developed a distributorship organization of independent authorized agents for the sale of its products. The transaction was accounted for as a business combination. The consideration to be paid by AL Global is contingent, based on a percentage of revenue the sale of R Garden products over a 5 year period, which AL Global has estimated its fair value to be approximately $1.554 million. There is no contractual limit to the total consideration, thus the total consideration could be significantly high or significantly lover than AL Global's estimate. Consideration paid for the year ended December 31, 2011 was approximately $84.000.

Bellamora
In June 2011, AL Global acquired certain assets of Bellamora, Inc., a Washington Corporation ("Bellamora"). Bellamora markets and sells its own brand of skin cre products and has developed a distributorship organization of independent authorized agents for the sale of its products. The transaction was accounted for as a business combination. The consideration to be paid by AL Global is contingent, based on the quantity of Bellamora products sold plus a percentage of sales made by Bellamora distributor organization over a 5 year period, which AL Global has estimated the combined fair value to be approximately $901,000. There is a contractual limit of $900,000 for the sale of Bellamora products. There is no contractual limit to the total consideration based on sales by the Bellamora distributor organization, thus the total consideration could be significantly higher or significantly lower than AL Global's estimate. Consideration paid for the year ended December 31, 2011 was approximately $4,000.

Healing America
In September 2010, AL Global acquired certain assets of Preferred Price Plus, Inc, a Delaware corporation ("Healing America"). Healing America markets and sells its health supplement products and has developed a distributorship organization of independent authorized agents for the sale of its products. The transaction was accounted for as a business combination. The consideration to be paid by AL Global is contingent, based on a percentage of sales by the Seller's distributor organization, which AL Global has estimated its fair value to be approximately $330,000. There is no contractual limit to the total consideration, thus the total consideration could be significantly higher or significantly lower than AL Global's estimate. Consideration paid was approximately $46,475 and $89,965 for the years ended December 31, 2011 and 2010, respectively.

Escape
In Juse 2010, AL Global acquired certain aspects of MLM Holdings, Inc., a Michigan coirporation ("Escape"). Escape markets and sells its products including the Xymetri brand health supplements and Makaila Morgan facial products and has developed a distributorship organization of independent authorized agents for the sale of its products. The transaction was accounted for as a business combination. The consideration to be paid by AL Global is contingent based on a percentage of sales by the Seller's distributor organization, which AL Global has estimated its fair value to be approximately $325,000. There is no contractual limit to the total consideration, thus the total consideration could be significantly higher or significantly lower than AL Global's estimate. Consideration paid was approximately $93,856 and $45,958 for the years ended December 31, 2011 and 2010, respectively.

The costs related to the acquisition of Escape were zero.

4-Stockholders Equity

The Company is authorized to issue 600,000,000 shares of common stock and 100,000,000 sahres of preferred stock, each with a par value of $0.001 per share after giving effect to the 1 for 2 reverse split in August, 2011.

Preferred Stock
The Holders of Series A Convertible Preferred Stock ("Series A Preferred") shall be entitled to receive a cumulative dividend at a rate of 8.0% per year, payable annually in cash or shares of the Company's common stock at the Company's election. Each share of Series A Preferred shall be convertible into two shares of the company's common stock at the conversion rate of $0.50 per share. The holders of Series A Preferred shall have no voting rights, except as required by law.

Common Stock
The holders of common are entitle to one vote per share on matters brought before the shareholders.

On July 11, 2011 Javalution issued 560 million shares of common (pre-split) stock in connection with the acquisition of AL Global with shareholders of AL Global becoming the majority shareholders of Javalution.

Effective August 5, 2011, there was a reverse split of the common stock where two shares became one share. The Company issued 165 shares of common stock in connection with the split. The conversion rate of the Series A Preferred was adjusted from four share to two shares.

Item 13. Financial information for the issuer's fiscal year ended December 31, 2010.

The following financial statements for the fiscal year ended December 31, 2010 as reported by Javalution Coffee Company and its subsidiary, CLR Roasters, LLC, are incorporated by reference into this Annual Report, and were posted through the OTC Disclosure and News Service on March 17, 2011:

- Javalution Coffee Company Balance Sheet at December 31, 2010 (unaudited);
- Javalution Coffee Company Statement of Profit & Loss for the Fiscal Year Ended December 31, 2010 (unaudited);
- Javalution Coffee Company Statement of Cash Flows for the Fiscal Year Ended December 31, 2010 (unaudited);
- CLR Roasters, LLC Balance Sheet at December 31, 2010 (unaudited);
- CLR Roasters, LLC Statement of Profit & Loss for the Fiscal Year Ended December 31, 2010 (unaudited);
- CLR Roasters, LLC Statement of Cash Flows for the Fiscal Year Ended December 31, 2010 (unaudited); and
- Consolidated Statements of Changes in Stockholders' Deficiency for the Fiscal Year Ended December 31, 2010 (unaudited).

Item 14. Beneficial Owners.

<u>Common Stock</u>

Name of Shareholder	Shares Held	Percentage of Common Stock Beneficially Owned (1)
Stephan Wallach (2)	280,000,000	72.7%
Michelle Wallach (3)	280,000,000	72.7%

(1) On December 31, 2011, we had 385,237,309 shares of common stock issued and outstanding.

(2) Mr. Stephan Wallach, our Chief Executive Officer, owns 280,000,000 shares of common stock through joint ownership with his wife, Michelle Wallach, with whom he shares voting and dispositive control.

(3) Ms. Michelle Wallach, our Chief Operating Officer, beneficially owns 280,000,000 shares of common stock through joint ownership with her husband, Stephan Wallach, with whom she shares voting and dispositive control.

Preferred Stock

On December 31, 2011, we had 271,135 shares of preferred stock issued and outstanding. No person beneficially owns more than five percent (5%) of our preferred stock at this time.

Item 15. The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

Investment Banker: Not applicable.

Promoters: Not applicable.

Counsel: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Eddie Rodriguez
3580 Carmel Mountain Road, Suite 300
San Diego, CA 92130
T: (858) 314-1527
F: (858) 314-1501
Email: ERodriguez@mintz.com.

OTC Markets Counsel: Trombly Business Law, PC
Amy Trombly
1320 Centre Street, Suite 202
Newton, MA 02459
T: (617) 243-0060
F: (617) 243-0066
Email: amy@tromblybusinesslaw.com

Auditor: Not applicable.

Public Relations: Investor Relations Group (IRG, LLP)
1251 Avenue of the Americas, 20th Floor
New York, NY 10020
T: (212) 825-3210

Investor Relations:	Investor Relations Group (IRG, LLP) 1251 Avenue of the Americas, 20th Floor New York, NY 10020 T: (212) 825-3210
Other advisors:	Not applicable.

Item 16. Management's Discussion and Analysis or Plan of Operation.

A. Plan of Operation.

We have incurred significant operating losses to date and we have a significant loss carry forward. These losses are directly attributable to the fact that we were required to spend significant sums of money developing and testing our products, conducting market research, identifying proper channels of distribution, traveling to trade shows and taking such steps as necessary in order for us to bring our products to market.

Comparative financials for the 12 month reporting period ended December 31, 2011, and December 31, 2010 are as follows:

- Net sales were $40,232,949 versus $3,550,399
- Cost of sales were $10,229,409 versus $2,855,369
- Gross profit/(loss) was $30,003,539 versus $695,030
- Operating expenses were $29,764,564 versus $2,318,383
- Income/(loss) from operations were $238,975 versus $(1,623,353)
- Net income/(loss) was $1,692,145 versus $(1,623,353)

The comparative financials discussed above show AL International, Inc. reporting as the consolidated group as of December 31, 2011, and figures report by Javalution Coffee Company as of December 31, 2010.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Our core business model is to become the premier direct sales company in the world. We expect to continue to execute our distributor network or multiple revenue streams from thousands of independent distributors that currently market the Youngevity®, JavaFit®, and other brands in our network marketing organization. We also have commercial sales through our roasting unit, CLR Roasters.

In addition to becoming the premier direct sales company in the world, we intend to focus on continued international expansion. We have been in more than 50 countries for years, most through the "Not-for-Resale" only market.

Since the merger, we have also welcomed into the family a few new companies through acquisition. We acquired Financial Destination, Inc. in October 2011. The acquisition was our largest to date based on overall sales volume. We believe these groups of network marketers and unique product lines will enhance the overall experience and growth of AL International, Inc.

C. Off-Balance Sheet Arrangements.

There are no off-balance sheet arrangements. We currently have no off-balance sheet arrangements that have or are reasonably likely to have a current or future material effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Part E - Issuance History

Item 17. List of securities offerings and shares issued for services in the past two years.

On July 11, 2011, Javalution Coffee Company issued 560,000,000 shares of its common stock to AL Global Corporation's stockholders in exchange for all of the common stock of AL Global Corporation. Stephan Wallach, our current Chief Executive Officer and Chairman of the Board, held all of the stock of AL Global Corporation. Giving effect to the 1-for-2 reverse stock split of Javalution Coffee Company's common stock effective August 5, 2011, Mr. Wallach now holds 280,000,000 restricted shares of common stock of our Company, AL International, Inc. His wife, Michelle Wallach, our current Chief Operating Officer, beneficially owns 280,000,000 shares of common stock through joint ownership with Mr. Wallach, with whom she shares voting and dispositive control.

Warrants

At December 31, 2011, we had an aggregate of 16,631,303 warrants issued and outstanding including warrants issued by AL Global Corporation d/b/a Youngevity® Essential Life Sciences and by Javalution Coffee Company prior to the merger effective July 11, 2011. The warrants were issued in the years and amounts as outlined below:

Year	**Number of Warrants Issued**
2011	6,247,441
2010	3,623,941
2009	760,303
Prior to 2009	5,999,618
Total	**16,631,303**

Part F - Exhibits

Item 18. Material Contracts.

Exhibit No.	Description
1	Executive Employment Agreement by and between the Company and David S. Briskie, dated July 1, 2011 (filed herewith).

Vendor Contracts

We have thousands of contracts with our distributors and no individual contract is material. We buy our raw materials from dozens of vendors using purchase orders. If any of our vendors were to cancel a purchase order or go out of business, we believe we could replace that vendor with the same or similar terms as the purchase orders we have now. Therefore, we do not believe any one of our vendor purchase orders is material.

Item 19. Articles of Incorporation and Bylaws.

Our Certificate of Incorporation and bylaws have been previously disclosed in our Quarterly Report for the quarter ended September 30, 2011, filed December 15, 2011. The filings can be viewed at www.otcmarkets.com/stock/JCOF/financials under the heading "OTC Disclosure & News Service."

Item 20. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

Not applicable.

Item 21. Issuer's Certifications.

I, Steve Wallach, , certify that:

1. I have reviewed this annual disclosure statement of AL International, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statement made, in light of the circumstances under which the statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flow of the Issuer as of, and for, the periods presented in the disclosure statement.

Date: April 6, 2012

Steve Wallach
Chief Executive Officer

Exhibit 1 - Executive Employment Agreement by and between the Company and David S. Briskie, dated July 1, 2011.

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (the "Agreement"), made effective as of July 1, 2011 (the "Effective Date"), is entered into by and between AL Global Corporation, a California corporation, DBA Youngevity & DBA DrinkACT.com (the "Company"), and David S. Briskie ("Executive"). In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. EMPLOYMENT.

1.1 Position. Subject to the terms and conditions set forth in this Agreement, the Company agrees to employ Executive as its President of Commercial Operations, reporting directly to the Company's Chief Executive Officer ("CEO").

1.2 Duties. Executive will be employed as President of Commercial Operations. Executive shall diligently, and to the best of his ability, perform all such duties incident to his position and use his best efforts to promote the interests of the Company.

1.3 Employment Period. Subject to the terms and conditions of Section 3, herein, The Company hereby agrees to continue to employ Executive, and Executive hereby agrees to continue to be employed by the Company, in accordance with the terms and provisions of this Agreement, for the period commencing on July 1, 2011 ("the Effective Date") and ending at midnight on June 30, 2012 (the "Employment Period"). Upon termination of Executive's employment with the Company, neither Executive nor the Company shall have any further obligation or liability under this Agreement to the other, except as specifically set forth herein.

1.4 Time to be Devoted to Employment. Throughout the term of his employment, Executive shall devote his full business time and energy to the business of the Company and shall not be engaged in any competitive business activity without the express written consent of the Company. Executive hereby represents that he is not a party to any agreement which would be an impediment to entering into this Agreement and that he is permitted to enter into this Agreement and perform the obligations hereunder. Executive will not be a distributor to any Network Marketing company without the express written consent of the Company. The foregoing notwithstanding, the parties recognize and agree that Executive may engage in personal investments, other business activities and civic, charitable or religious activities which do not conflict with the business and affairs of the Company or interfere with Executive's performance of his duties hereunder.

2. COMPENSATION AND BENEFITS.

2.1 Base Salary. In consideration of and as compensation for the services agreed to be performed by Executive hereunder, the Company agrees to pay Executive an annual base salary of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($135,000.00). All salaries will be payable in accordance with the Company's regular payroll schedule ("Base Salary"), less applicable withholdings and deductions. This Base Salary may be increased from time to time at the sole discretion of the Company.

2.2 Bonus. Beginning on July 1, 2011, Executive may be eligible to receive the following bonuses:

A. *Percentage of Sales Bonus*: Commencing with the quarter ended December 31, 2011, Executive shall receive bonus compensation in the amount of twenty percent (20%) of the increase in the Net Sales (as defined below) when comparing the Net Sales (as defined below) at the end of each new fiscal quarter subsequent to the quarter ended September 30, 2011and the Net Sales (as defined below) at the end of the comparable quarter ended December 31, 2010, March 31, 2011 and June 30, 2011. The bonus shall be payable quarterly, within thirty (30) days of the close of the next month after a fiscal quarter (i.e., for the quarter 7/1 – 9/30, payment due before 10/31) with standard compensation withholding requirements paid with regular payroll processing in the month following the quarter with Increased Sales. "Net Sales" shall be defined as all gross sales of products and services for which payment is received by CLR Roasters LLC ("CLR"), less the direct cost of goods to produce ; provided, however, that for purposes of calculating Net Sales, except as set forth below, all revenue derived from Aldi Incorporated and all costs related thereto shall be excluded from gross sales and direct costs (such gross sales less such direct costs, the "Aldi Amount"), as described above, and shall instead be calculated as follows: For the quarter ended September 30, 2011 (the "First Quarter") the entire Aldi Amount shall be excluded from the calculation of Net Sales. For each quarter thereafter, the Aldi Amount for such quarter less the Aldi Amount for the First Quarter shall be added to and included in Net Sales. In addition, Net Sales for the First Quarter and any fiscal quarter after the First Quarter shall exclude all sales revenue derived from sales of products and services from CLR to the Company and all costs related thereto and Net Sales for any fiscal quarter prior to the First Quarter shall ~~not~~ exclude all sales revenue derived from sales of products and services from CLR to Javalution Coffee Company and all costs related thereto. Net Sales do not include taxes, shipping, duties or other fees, or transfers of CLR. Cost of goods does not include general overhead expenses of CLR.

B. *Initial Profitability Bonus*: Executive shall receive bonus stock options in the amount of two hundred and fifty thousand (250,000) shares, at the strike price equal to the last closing price of the Company's common stock on the date of such grant, if the gross revenue of CLR exceeds its direct costs. The stock options shall provide that Executive can exercise them by means of cashless exercise, such exercise to be calculated in the same manner as in the warrant attached hereto as Exhibit A.

C. *Initial Executive Team Goals Bonus*: Executive shall receive bonus stock options in the amount of two hundred and fifty thousand (250,000) shares, at the strike price equal to the last closing price of the Company's common stock on the date of such grant, if the complete Youngevity group reaches Fifty Million dollars ($50,000,000) in Gross Revenue for the calendar year. The stock options shall provide that Executive can exercise them by means of cashless exercise, such exercise to be calculated in the same manner as in the warrant attached hereto as Exhibit A.

D. *Future Bonuses*: Future annual bonus and/or spot bonuses can be made available to Executive based upon the achievement of mutually-agreeable objectives set forth by Executive and Company. The bonus shall be payable in either cash or stock, or some combination of the two, depending upon the Company's cash flow position and at the sole discretion of Company.

E. Cash Bonus. Upon execution of this Agreement, Executive shall be paid a Ten Thousand Dollar ($10,000) cash sign on bonus.

2.3 <u>Participation in Benefit Plans</u>. Executive shall be entitled to participate in any employee benefit or group insurance plan that may from time-to-time be adopted by Company, which is generally available to the other executive officers and employees of the Company. The Company reserves the right to amend, modify or cancel any employee benefit plan or program it offers at any time for any reason in accordance with California law.

2.4 <u>Reimbursement of Expenses</u>. The Company shall reimburse Executive for all reasonable business expenses incurred by Executive on behalf of the Company during Executive's employment, provided that: (i) such reasonable expenses are ordinary and necessary business expenses incurred on behalf of the Company, and (ii) Executive provides the Company with itemized accounts, receipts and *other documentation for su*ch reasonable expenses as are reasonably required by the Company. One cell phone bill of up to $90 per month and one land line shall be deemed ordinary and necessary business expenses incurred by Executive on behalf of the Company.

2.5 <u>Vacation</u>. During his employment, Executive may participate in Company's current Paid Time Off (PTO) plan. The PTO includes sick leave. Executive shall be entitled to additional PTO because of his tenure at Javaluations. Executive shall receive four (4) weeks of PTO per year. PTO starts accruing from the hire date. After four (4) years of service with the Company, Executive will be entitled to 168 hours of PTO. After nine (9) years of service with the Company, Executive will be entitled to 204 hours of PTO. At no time can Executive accrue more than six (6) weeks of vacation pay. The Company reserves the right to amend or modify the PTO policy it offers at any time for any reason in accordance with California law.

3. <u>EMPLOYMENT AND TERMINATION</u>

3.1 <u>Method of Termination</u>. Executive's employment pursuant to this Agreement shall terminate upon the first of the following to occur:

A. Executive's death; or

B. Date that written notice is given by the Company to Executive that as a result of any physical or mental injury or disability, he is unable to perform the essential functions of his job, with or without reasonable accommodation, for a period of not less than sixty (60) consecutive days or a total of four (4) months whether or not consecutive. Such notice may be issued when a doctor selected by the Board of Directors and Executive has reasonably determined that Executive has become unable to perform substantially his services and duties hereunder with or without reasonable accommodation because of any physical or mental injury or disability, and that it is reasonably likely that he will not be able to resume substantially performing his services and duties on substantially the terms and conditions as set forth in this Agreement; or

C. Date that written notice is deemed given or made by the Company to Executive of termination for "cause." For purposes of this Agreement, "cause" shall mean and be limited to: (i) the conviction of Executive for committing an act of fraud, embezzlement, theft or other act constituting a felony, or the guilty or *nolo contendere* plea of Executive to such a felony; (ii) the Company's good faith determination corroborated by independent evidence, or Executive's admission, of Executive's performance of any act or his failure to act, for which if he were prosecuted and convicted, would amount to a felony involving money or property of the Company or its subsidiaries, or which would constitute a felony in the jurisdiction where the act or failure to act has occurred; (iii) material failure, neglect, or refusal by Executive properly to discharge, perform or observe any or all of Executive's job duties, provided Executive has been given written notice of such failure, neglect or refusal, and has not cured such within ten (10) days thereafter; or (iv) material breach of any of the representations, warranties or covenants set forth in Sections 1, 4 or 5 of this Agreement.

D. Date that written notice is given by Executive of his resignation or voluntary departure from the Company; or

E. Date that written notice is given by the Company to Executive of Executive's termination without "cause."

3.2 Notice of Termination. Any termination of Executive's employment either by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 7.1 hereof.

3.3 Effect of Termination for Cause, Executive's Resignation or Other Events. Upon (i) the termination of Executive for cause pursuant to Section 3.1(C); (ii) Executive's resignation or voluntary departure; or (iii) Executive's departure pursuant to Section 3.1(A) (death) or 3.1(B) (disability) of this Agreement, Executive will not be entitled to any additional compensation or other rights or benefits from the Company; and, as a result, the Company shall be obligated to pay Executive only that portion of his Base Salary that Executive has earned prior to the effective date of the termination of Executive's employment with the Company, as well as the value of any accrued but unused vacation time and/or Percentage of Sales Bonus, if any. Unvested stock or option of any sort shall not be redeemable by the Executive. All vested stock or options of any sort shall remain with the Executive. However, terms to be able to exercise the options could be adjusted as provided in the General Stock Ownership documents for complete details.

3.4 Resignation as an Officer. In the event Executive's employment with the Company terminates for any reason, Executive agrees to immediately resign as an officer of the Company.

4. CONFIDENTIAL INFORMATION

4.1 Proprietary Information.

A. Executive understands that the Company and its affiliates possess Proprietary Information (as defined below) which is important to its business and that this Agreement creates a relationship of confidence and trust between Executive and the Company and its affiliates with regard to Proprietary Information. Nothing in this Section 4 shall be deemed modified or terminated in the event of the termination or expiration of this Agreement.

B. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company and its affiliates and predecessors, or is developed, created or discovered by Executive while performing services under this Agreement, or which became or will become known by, or was or is conveyed to the Company and its affiliates which has commercial value in the Company's and its affiliates' business. "Proprietary Information" includes, but is not limited to, distributor lists, formulations, trade secrets, ideas, techniques, business, product, or franchise development plans, customer lists and information, franchisee information and any other information concerning the Company's and its affiliates' actual or anticipated business, development, personnel information, or which is received in confidence by or for the Company and its affiliates from any other person.

4.2 Covenant of Executive. In consideration of the Company entering into this Agreement and providing the Base Salary and other benefits to Executive and further in consideration of Executive's continued exposure to Proprietary Information, the receipt of which are hereby acknowledged by Executive, Executive covenants that, at all times, both during the term of this Agreement and after its termination, Executive will keep in confidence and trust, and will not use or disclose, any Proprietary Information without the prior written consent of the Board, as further set forth below:

A. Non-Use and Non-Disclosure. Commencing on the date hereof and at all times thereafter, Executive shall hold in the strictest confidence (except as previously approved by the Company in writing), and shall not, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or otherwise communicate, or use for his own benefit or the benefit of any other person, partnership, firm, corporation or other entity, or use to the detriment of the Company, or misuse in any way, any Proprietary Information. Executive acknowledges that he will in no way infringe upon any Company copyrights and will in no way use, copy, appropriate or redistribute any part of the Proprietary Information, whether obtained directly or indirectly from the Company, without a specific written license agreement with the Company. It is agreed that any derivative, modification or elaboration of any Proprietary Information by any third party remains the proprietary property of the Company for purposes of this Agreement. Executive and the Company each hereby stipulates that, as between them, all Proprietary Information constitutes important material and confidential and/or proprietary information of the Company's, constitutes unique and valuable information, and affects the successful conduct of the Company's business and the goodwill of the Company, and that the Company shall be entitled to recover its damages, in addition to any injunctive remedy that may be available, for any breach of this Section 4.

B. Trade Secrets. All trade secrets of the Company will be entitled to all of the protection and benefits under all applicable federal and state trade secrets law. If any information that the Company deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will, nevertheless, be considered Proprietary Information for purposes of this Agreement.

Executive hereby waives any requirement that the Company submits proof of the economic value of any trade secret or posts a bond or other security.

C. Ownership. Executive hereby acknowledges and agrees that all right, title and interest in and to any Proprietary Information shall be and shall remain the exclusive property of the Company, and that any Proprietary Information which Executive acquires from the Company was received in confidence and as a fiduciary of such member of the Company. Without limiting the foregoing, Executive shall assign to the Company, any and all right, title or interest which Executive may have in all Proprietary Information made, developed or conceived of in whole or in part by Executive that relates directly to the Company's business during his employment hereunder. Executive further agrees to execute and deliver any and all instruments, and to do all other things reasonably requested by the Company (both during and after his employment hereunder) in order to vest more fully in the Company all ownership rights in such Proprietary Information. All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists, other written and graphic records, and the like, in any way relating to any Proprietary Information, the business of the Company or its activities, which Executive shall prepare, use, construct, observe, process, or control (collectively, "Company Materials") shall be and shall remain the Company's exclusive property, and Executive hereby agrees upon request of the Company to deliver all Company Materials, together with any and all copies thereof, promptly to the Company upon the termination of this Agreement for any reason. Executive further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

D. Other Obligations. Executive acknowledges that the Company, from time to time, may have agreements with other persons, entities or with the U.S. Government or agencies thereof, which imposes obligations or restrictions on the Company regarding inventions made during the course of work thereunder, or regarding the confidential nature of such work. Executive hereby agrees to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

4.3 Company Documents. Executive understands that the Company and its affiliates possess or will possess "Company Documents" which are important to its business. For purposes of this Agreement, "Company Documents" are documents or other media that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company and its affiliates, whether such documents have been prepared by Executive or by others. "Company Documents" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, personnel files, tapes or printouts and other printed, typewritten or handwritten documents, including, but not limited to those documents containing Proprietary Information as defined in Section 4.1(B) above. All Company Documents are and shall remain the sole property of the Company. Executive agrees not to remove any Company Documents from the business premises of the Company or deliver any Company Documents to any person or entity outside the Company, except as required to do in connection with performance of the services under this Agreement. Executive further agrees that, immediately upon the Company's request and in any event upon completion of Executive's services, Executive shall deliver to the Company all

Company Documents, apparatus, equipment and other physical property or any reproduction of such property.

4.4 Non-Solicitation. During the term of Executive's employment and for one (1) year thereafter, neither Executive nor anyone under his supervision, influence or control, shall, whether in an individual capacity or as an agent for or representative of another person or entity, (a) solicit, encourage, induce or attempt to induce any person employed by the Company to leave his or his employment with the Company, or any successor thereto; (b) solicit, encourage, induce or attempt to induce any person who Executive knows to be an applicant or a candidate for employment with the Company to seek employment with any person or entity other than the Company; (c) solicit, encourage, divert, take away, induce or attempt to induce any person who Executive knows to be a potential or actual contractor (distributor) with the Company to provide his, her or its consulting services to any person or entity, such that it results in a diminishment of services to the Company; (d) use Proprietary Information to solicit, encourage, induce or attempt to induce, divert or take away any customer, referral source, supplier, licensee, licensor or other party which Executive knows to have a contractual or business relationship with, or to be receiving services by the Company, its subsidiaries or affiliates, to cease doing business with the Company, or such subsidiary or affiliate; or (e) solicit, encourage, induce or attempt to induce any potential acquisition target of the Company not to enter into any combination with the Company, for purposes of acquiring such target. However, this obligation shall not affect any responsibility Executive may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel. If Executive's employment is terminated by the Company without cause, this Section 4.4 shall be null and void.

4.5 Non-Competition. During his employment with the Company, Executive shall not directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed by or connected in any manner with, any enterprise which is engaged in any business competitive with that which the Company is at the time conducting or proposing to conduct; provided, however, that such restriction shall not apply to any passive investment representing an interest of less than two percent (2%) of an outstanding class of publicly traded securities of any corporation or other enterprise which is not, at the time of such investment, engaged in a business geographically competitive with the Company's business.

4.6 Injunctive Relief and Additional Remedy. Executive acknowledges that the specialized nature of his knowledge of the Company's Proprietary Information, trade secrets and other intellectual property are such that a breach of his covenant not to compete or confidentiality obligations contained in this Section 4 of this Agreement would necessarily and inevitably result in a disclosure, misappropriation and misuse of such Proprietary Information, trade secrets and other intellectual property. Accordingly, Executive acknowledges and agrees that such a breach would inflict unique and irreparable harm upon the Company and that monetary damages shall be inadequate to compensate the Company for any such breach. Accordingly, Executive agrees that in the event of any breach or threatened breach by Executive of any of the provisions of Section 4 hereof, the Company shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach or threatened breach by Executive, or by any or all of Executive's agents, representatives or other persons directly or indirectly acting for, on behalf of or with Executive, without having to prove damages. Notwithstanding the provisions set forth above in this Section 4.6, or any other provision contained in this Agreement, the parties hereby agree that no remedy conferred by any of the specific provisions of this Agreement, including, without limitation, this Section 4.6, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

5. REASONABLENESS OF RESTRICTIONS

EXECUTIVE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF SECTIONS 4 AND 5 HEREOF AND, HAVING DONE SO, HEREBY AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF THE COMPANY.

6. MISCELLANEOUS

6.1 Notices. All notices, demands and requests required by this Agreement shall be in writing and shall be deemed to have been given or made for all purposes (i) upon personal delivery, (ii) one day after being sent, when sent by professional overnight courier service, (iii) five days after posting when sent by registered or certified mail, or (iv) on the date of transmission when sent by telegram, telex, facsimile or other form of "hard copy" transmission, to either party hereto at the address set forth below or at such other address as either party may designate by notice pursuant to this Section 6.

If to the Company, to:

c/o AL Global Corporation
2400 Boswell Road
Chula Vista, CA 91914

And a Copy to:

Eddie Rodriguez,
Mintz Levin Cohn Ferris Glovsky and Popeo PC
Corporate Attorney
3580 Carmel Mountain Road, Suite 300
San Diego, CA 92130
Ph# 858-314-1527

6.2 Assignment. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that Executive may not assign, transfer or delegate his rights or obligations hereunder and any attempt to do so shall be void.

6.3 Deductions. All amounts paid to Executive hereunder are subject to all withholdings and deductions required by law, as authorized under this Agreement, and as authorized from time to time.

6.4 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, written or oral, are merged herein and are of no further force or effect.

6.5 Amendment. This Agreement may be modified or amended only by a written agreement signed by a member of the Compensation Committee Board of Directors, or, if no such committee has been established, the Chief Executive Officer of the Company and Executive.

6.6 Waivers. No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement shall not apply to any subsequent breach of this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together they shall constitute one and the same instrument.

6.8 Severability. The provisions of this Agreement shall be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms.

6.9 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE COMPANY AND EXECUTIVE HEREUNDER SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AS APPLIED TO AGREEMENTS AMONG CALIFORNIA RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN CALIFORNIA.VENUE IN SAN DIEGO COUNTY IN SOUTH COUNTY DIVISION

6.10 Arbitration. Executive understands and agrees that, as a condition of his employment with the Company, any and all disputes that Executive may have with the Company, or any of its employees, officers, directors, agents or assigns, which arise out of Executive's employment or investment or compensation shall be resolved through final and binding arbitration, as specified in this Agreement. This shall include, without limitation, any controversy, claim or dispute of any kind, including disputes relating to any employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, infliction of emotional distress, defamation and any claims of discrimination, harassment or other claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Employee Retirement Income Securities Act, or any other federal, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of Executive's employment with the Company or its termination. The only claims not covered by this Agreement are claims for benefits under the unemployment insurance or workers' compensation laws, which will be resolved pursuant to those laws, and any claims pursuant to paragraph 4 of this Agreement. Any disputes and/or claims covered by this Agreement shall be submitted to final and binding arbitration to be conducted in San Diego County, California, in accordance with the rules and regulations of the American Arbitration Association. The Company understands and agrees that it will bear the costs of the arbitration filing and hearing fees and the cost of the arbitrator. Each side will bear its own attorneys' fees, and the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award as permitted by the statute in question. The arbitration shall be instead of any civil litigation; this means that Executive is waiving any right to a jury trial, and that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AL GLOBAL CORPORATION

By: ______________________
Steve Wallach, CEO

EXECUTIVE:

____
David S. Briskie