

1 It is hereby adjudged and decreed as follows:

2 The products that are covered by this Consent Judgment are defined as “products
3 containing psyllium husk powder.” All such items shall be referred to herein as the “Covered
4 Products.”

5 Commencing Ninety (90) days after the Judgment, Defendant shall not ship, sell, or offer
6 to sell in California a Covered Product(s) that is/are manufactured, distributed or sold by
7 Defendant for which the serving size suggested on the label contains more than 0.5 micrograms of
8 lead per day unless the label of the Covered Product contains a Proposition 65 compliant warning
9 as set forth below. Ninety (90) days after the Judgment, Covered Products manufactured,
10 distributed or sold by Defendant shall either be reformulated or include a warning as provided
11 below.

12 Reformulation Option. The Covered Products shall be deemed to comply with
13 Proposition 65 with regard to lead and be exempt from any Proposition 65 warning requirements
14 for lead if the product contains a lead content less than 0.5 micrograms per serving, per day.
15

16 Warning Alternative. Covered Products that Defendant ships, sells or offers for sale in
17 California that do not meet the warning exemption standard set forth in the reformulation option
18 above shall be accompanied by a warning as described below no later than Ninety (90) days after
19 the Judgment. The warning requirements set forth below, apply only to Covered Products
20 Defendant manufactures, distributes, markets, sells or ships for distribution Ninety (90) days after
21 the Judgment for sale or use inside the State of California.

22 Warnings. Where required, Defendant shall provide either of the Proposition 65 warnings
23 as follows:

24 **WARNING:** This product can expose you to lead, which is known to the State of
25 California to cause cancer and birth defects or other reproductive harm. For more
26 information, go to www.P65Warnings.ca.gov.

27 OR

28 **WARNING:** This product contains [lead,] a chemical known to the State of California to

1 cause cancer and birth defects or other reproductive harm.

2 OR

3 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

4 Where utilized as an alternative to meeting the reformulation criteria set forth above,
5 Defendant shall provide the warning language set forth above.

6 With the unit package of the Covered Products or affixed to the Covered Products. Such
7 warning shall be prominently affixed to or printed on each Covered Product's label or package. If
8 printed on the label, the warning shall be contained in the same section that states other safety
9 warnings, if any, concerning the use of the Covered Product; Defendant may continue to utilize,
10 on an ongoing basis, unit packaging containing substantively the same Proposition 65 warnings as
11 those set forth above, but only to the extent such packaging materials have already been printed
12 within one hundred twenty days (120) of the Judgment.

13 **PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)**

14 With regard to all claims that have been raised or which could be raised with respect to
15 failure to warn pursuant to Proposition 65 with regard to lead in the Covered Products, Defendant
16 shall pay a civil penalty of \$7,800.00 pursuant to Health and Safety Code section 25249.7(b), to be
17 apportioned in accordance with California Health & Safety Code § 25192, with 75% of these
18 funds remitted to the State of California's Office of Environmental Health Hazard Assessment
19 and the remaining 25% of the penalty remitted to Kaloustian, as provided by California Health &
20 Safety Code § 25249.12(d) and the instructions directly below.

21 Defendant shall issue two separate checks for the penalty payment: (a) one check made
22 payable to "OEHHA" (tax identification number: 68-0284486) in an amount representing 75% of
23 the total penalty (i.e., \$5,850.00 and (b) one check in an amount representing 25% of the total
24 penalty (i.e., \$1,950.00 made payable directly to Kaloustian. Defendant shall mail these payments
25 within ten (10) business days following the Execution Date, to be held in trust by Kaloustian's
26 counsel, upon the execution of this Judgment such payments shall be immediately mailed to the
27 following addresses respectively:
28

1 Proposition 65 Settlement Coordinator
2 California Department of Justice
3 1515 Clay Street, 20th Floor
4 Oakland, CA 94612-1413

5 Ms. Tamar Kaloustian
6 C/O Vache Thomassian, Esq.
7 KJT LAW GROUP, LLP
8 230 N. Maryland Ave. Suite 306
9 Glendale, CA 91206

10 Defendant shall pay Kaloustian's counsel \$44,700.00 for all attorneys' fees, and costs. Other than
11 this payment, each side is to bear its own attorneys' fees and costs.

12 ~~JUDGMENT IS HEREBY ENTERED consistent with the terms of the CONSENT~~
13 ~~JUDGMENT.~~

14 Date: 6/17/20

15 
16 Hon. Barbara A. Meiers