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Superior Court of California
County of Los Angeles

FEB 10 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By: Julian Araujo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TAMAR KALOUSTIAN, in the public
interest,

Plaintiff,

v.

NUTRAMARKS, INC., a Utah Corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: BC720382

Dept. 12
Hon. Barbara A. Meiers

CONSENT JUDGMENT

1 It is hereby adjudged and decreed as follows:

2 The products that are covered by this Consent Judgment are defined as "Thompson
3 Psyllium Husk Powder." All such items shall be referred to herein as the "Covered Products."

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

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

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

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

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

26 OR

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

28 Where utilized as an alternative to meeting the reformulation criteria set forth above,

1 Defendant shall provide the warning language set forth above.

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

9
10 **PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)**

11 With regard to all claims that have been raised or which could be raised with respect to
12 failure to warn pursuant to Proposition 65 with regard to lead in the Covered Products, Defendant
13 shall pay a civil penalty of \$7,000.00 pursuant to Health and Safety Code section 25249.7(b), to be
14 apportioned in accordance with California Health & Safety Code § 25192, with 75% of these
15 funds remitted to the State of California's Office of Environmental Health Hazard Assessment
16 and the remaining 25% of the penalty remitted to Kaloustian, as provided by California Health &
17 Safety Code § 25249.12(d) and the instructions directly below.

18 Defendant shall issue two separate checks for the penalty payment: (a) one check made
19 payable to "OEHHA" (tax identification number: 68-0284486) in an amount representing 75% of
20 the total penalty (i.e., \$5,250.00 and (b) one check in an amount representing 25% of the total
21 penalty (i.e., \$1,750.00 made payable directly to Kaloustian. Defendant shall mail these payments
22 within ten (10) business days following the Execution Date, to be held in trust by Kaloustian's
23 counsel, upon the execution of this Judgment such payments shall be immediately mailed to the
24 following addresses respectively:

25
26 Proposition 65 Settlement Coordinator
27 California Department of Justice
28 1515 Clay Street, 20th Floor
Oakland, CA 94612-1413
Ms. Tamar Kaloustian
C/O Caspar Jivalagian, Esq.

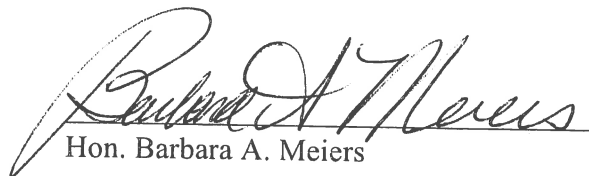
KJT LAW GROUP, LLP
230 N. Maryland Ave. Suite 306
Glendale, CA 91206

Defendant shall pay Kaloustian's counsel \$20,000.00 for all attorneys' fees, and costs. Other than this payment, each side is to bear its own attorneys' fees and costs.

JUDGMENT IS HEREBY ENTERED consistent with the terms of the CONSENT
JUDGMENT.

Date:

2/10/20


Hon. Barbara A. Meiers