

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 206683 NAME: Tanya E. Moore, Esq. FIRM NAME: Moore Law Firm, P.C. STREET ADDRESS: 300 South First Street, Suite 342 CITY: San Jose STATE: CA ZIP CODE: 95113 TELEPHONE NO.: (408) 298-2000 FAX NO.: (408) 298-6046 E-MAIL ADDRESS: service@moorelawfirm.com ATTORNEY FOR (name): Plaintiff, Safe Products for Californians, LLC	<i>FOR COURT USE ONLY</i>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Superior Court	CASE NUMBER: 19CV343837
PLAINTIFF/PETITIONER: Safe Products for Californians, LLC DEFENDANT/RESPONDENT: EHP Labs Distribution LLC, et al. OTHER:	JUDICIAL OFFICER: Honorable Christopher G. Rudy
PROPOSED ORDER (COVER SHEET)	DEPT: 7

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Safe Products for Californians, LLC

2. Title of the proposed order:
[PROPOSED] CONSENT JUDGMENT

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion to Approve Proposition 65 Settlement and Consent Judgment
 - b. Date and time: April 5, 2022 at 9:00 a.m.
 - c. Place: Department 7, Judge Christopher G. Rudy, Downtown Superior Court, 191 North First Street, San Jose, CA 95113

4. The proposed order was served on the other parties in the case.

Tanya E. Moore, Esq. _____
 (TYPE OR PRINT NAME)



/s/ Tanya E. Moore _____

(SIGNATURE OF PARTY OR ATTORNEY)

Page 1 of 2

CASE NAME:

Safe Products for Californians, LLC v. Homegoods, Inc., et al.

CASE NUMBER:

19CV343837

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and not a party to this action.

a. My residence or business address is (*specify*):

Moore Law Firm, P.C., 300 South First Street, Suite 342, San Jose, CA 95113

b. My electronic service address is (*specify*): isaac@moorelawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Lynn R. Fiorentino, Esq., Arent Fox Schiff, 44 Montgomery Street, 38th Floor, San Francisco, CA 94104, attorney for
Defendant, EHP Labs Distribution LLC

b. To (*electronic service address of person served*): lynn.fiorentino@afslaw.com

c. On (*date*): April 11, 2022

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 9, 2022

Isaac Medrano

(TYPE OR PRINT NAME OF DECLARANT)



/s/ Isaac Medrano

(SIGNATURE OF DECLARANT)

1 Tanya E. Moore, SBN 206683
MOORE LAW FIRM, P.C.
2 300 South First Street, Suite 342
San Jose, California 95113
3 Telephone (408) 298-2000
Facsimile (408) 298-6046
4 E-mail: service@moorelawfirm.com

5 Attorneys for Plaintiff
Safe Products for Californians, LLC
6

7 DEBRA J. ALBIN-RILEY (SBN 112602)
LYNN R. FIORENTINO (SBN 226691)

8 **ARENT FOX LLP**
555 West Fifth Street, 48th Floor
9 Los Angeles, CA 90013
10 Telephone: (213) 629-7400
Facsimile: (213) 629-7401
11 debra.riley@arentfox.com
lynn.fiorentino@arentfox.com
12

13 Attorneys for Defendant
EHP Labs Distribution LLC
14

15 **SUPERIOR COURT OF CALIFORNIA**
16 **COUNTY OF SANTA CLARA**

17
18 SAFE PRODUCTS FOR CALIFORNIANS,)
LLC,)

19 Plaintiff,

20 vs.

21 EHP LABS DISTRIBUTION LLC, et al.;

22 Defendants.
23
24

No. 19CV343837

~~PROPOSED~~ CONSENT JUDGMENT

(Health & Safety Code § 25249.5, *et seq.*)

25 **1. INTRODUCTION**

26 **1.1 Parties**

27 This Consent Judgment (“Consent Judgment”) is entered into by and between plaintiff
28 Safe Products for Californians, LLC (“SPFC”) and defendant EHP Labs Distribution LLC

~~PROPOSED~~ CONSENT JUDGMENT

Filed
April 14, 2022
Clerk of the Court
Superior Court of CA
County of Santa Clara
19CV343837
By: RNguyen

1 (“EHP Labs”). SPFC and EHP Labs are each referred to individually as a “Party” and
2 collectively as the “Parties.”

3 **1.2 SPFC**

4 SPFC is a limited liability California company with its principal place of business within
5 the State of California, County of Santa Clara, who seeks to promote awareness of exposures to
6 toxic chemicals, and to improve human health by reducing or eliminating harmful substances
7 contained in consumer and commercial products.

8 **1.3 EHP Labs**

9 For the purposes of this Consent Judgment, SPFC alleges that EHP Labs employs ten or
10 more persons and is a person in the course of doing business for purposes of the Safe Drinking
11 Water and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.5
12 *et seq.* (“Proposition 65”).

13 **1.4 General Allegations**

14 SPFC alleges that the Powdered Dietary Supplements that EHP Labs manufactures,
15 imports, sells and/or distributes for sale in California cause exposure to lead and that EHP Labs
16 does so without providing the health hazard warning that SPFC alleges is required by Proposition
17 65.

18 **1.5 Product Description**

19 The products that are covered by this Consent Judgment are identified as “Blessed
20 Protein – Choc Coconut,” UPC# 8-58221-00747-2; “Blessed Protein – Vanilla Chai,” UPC# 8-
21 58221-00748-9; “Blessed Protein – Salted Caramel,” UPC# 8-58221-00746-5, that are
22 manufactured, imported, distributed, sold and/or offered for sale by EHP Labs and/or its
23 customers in the state of California, hereinafter the “Covered Products.”

24 **1.6 Notice of Violation**

25 On or about November 30, 2018, SPFC served EHP Labs, and certain requisite public
26 enforcement agencies, with a 60-Day Notice of Violation (“Notice”), alleging that EHP Labs
27 violated Proposition 65 when it failed to warn its customers and consumers in California that the
28 Covered Products expose users to lead. A true and correct copy of the 60-Day Notice served on

1 November 30, 2018 is attached hereto as **Exhibit A**. To the best of the Parties' knowledge, no
2 public enforcer has commenced and is diligently prosecuting the allegations set forth in the
3 Notices.

4 **1.7 Complaint**

5 On February 14, 2019, SPFC commenced the instant action (the "Action") for the alleged
6 violations of Proposition 65 that are the subject of the Notice.

7 **1.8 No Admission**

8 The Parties enter into this Consent Judgment pursuant to a full settlement of disputed
9 claims between the Parties as alleged in the Action for the purpose of avoiding prolonged
10 litigation. By execution of this Consent Judgment, EHP Labs does not admit any material,
11 factual, and legal allegations contained in the Notice and Action, and maintains that all of the
12 products that it has sold or distributed for sale in California, including the Covered Products,
13 have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall be
14 construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of
15 law, nor shall compliance with this Consent Judgment constitute or be construed as an admission
16 of any fact, finding, conclusion of law, issue of law, or violation of law, the same being
17 specifically denied by EHP Labs. Nothing in this Consent Judgment shall prejudice, waive, or
18 impair any right, remedy or defense that EHP Labs may have in any other further legal
19 proceedings unrelated to this Action. This Section shall not, however, diminish or otherwise
20 affect EHP Lab's obligations, responsibilities, and duties under this Consent Judgment.

21 **1.9 Jurisdiction**

22 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
23 jurisdiction over EHP Labs as to the allegations contained in the Action, that venue is proper in
24 the County of Santa Clara, and that the Court has jurisdiction to enter and enforce the provisions
25 as a full and final binding resolution of all claims which were or could have been raised in the
26 Action based on the facts alleged therein and/or notice of this Consent Judgment pursuant to
27 Proposition 65 and Code of Civil Procedure section 664.6.

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1 **1.10 Effective Date**

2 The Effective Date of this Consent Judgment is the date on which it is entered as a
3 Judgment by this Court.

4 **2. INJUNCTIVE RELIEF**

5 Commencing ninety (90) days after the Effective Date and continuing thereafter, EHP
6 Labs shall only ship, distribute, sell or offer for sale in California, Reformulated Covered
7 Products pursuant to Section 2.2 or Product that is labeled with a clear and reasonable warning
8 pursuant to Section 2.3. EHP Labs shall have no obligation to label Covered Products with
9 warnings pursuant to Section 2.3 that were shipped prior to the Effective Date.

10 **2.1.1** For purposes of this Consent Judgment, the “Daily Lead Exposure Level” shall
11 be measured in micrograms, and shall be calculated using the following formula: micrograms of
12 lead per gram of product, multiplied by grams of product per serving of the product (using the
13 largest serving size appearing on the product label), multiplied by servings of the product per
14 day (using the largest number of recommended daily servings appearing on the product label),
15 which equals micrograms of lead exposure per day. If the label contains no recommended daily
16 servings, then the number of recommended daily servings of the product for purposes of the
17 formula in this Section 2.1.1 shall be calculated as one serving per day.

18 **2.1.2 Reformulated Covered Products**

19 Reformulated Covered Products are Covered Products manufactured after the Effective
20 date for which the “Daily Lead Exposure Level” is no greater than 0.5 micrograms of lead per
21 day.

22 **2.1.3 Clear and Reasonable Warnings**

23 For any Covered Products manufactured after the Effective Date that do not qualify as
24 Reformulated Covered Products and are directly sold or offered for sale in California by EHP
25 Labs after the Effective Date, EHP Labs shall only sell or offer said non-reformulated Covered
26 Products for sale in California when accompanied with one of the following warnings:

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OPTION 1:

WARNING: Consuming this product can expose you to [chemicals including] lead which is [are] known to the State of California to cause [cancer and] birth defects and other reproductive harm. For more information go to: www.P65warnings.CA.gov/food

OR:

OPTION 2:

WARNING: [Cancer and] Reproductive Harm – www.P65Warnings.ca.gov/food

In connection with providing a cancer warning for lead, EHP Labs shall use the phrase “cancer and” in the warning if EHP Labs has reason to believe that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead. EHP Labs also may include the reference to cancer if EHP Labs has reason to believe that another Proposition 65 chemical is present which may require a cancer warning. The words “chemicals including” may be deleted from the warning content if the warning is being provided for an exposure to a single chemical.

The warning provided pursuant to Section 2.3 shall be prominently affixed to or printed on the Covered Product’s packaging or label with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. If the warning is provided on the label, it must be set off from other surrounding information and enclosed in a box. In addition, for any Covered Product sold over the internet where a California delivery address is indicated, the warning shall be provided either by including the warning on the product display page, by otherwise prominently displaying the warning to the purchaser during the checkout process prior to completing the purchase, or by any other means authorized under Section 25607.1 of Title 27 of the California Code of Regulations. An asterisk or other identifying method may be utilized to identify which products on the checkout page are subject to the warning.

In the event EHP Labs provides the warning pursuant to OPTION 2, above, the entire warning must be in a type size no smaller than the largest size used for other consumer information on the product, and in no case shall the warning appear in a type size smaller than 6-point type. For all warnings, the word “WARNING” shall be in all capital letters in bold print.

1 Any additional statements in the warning shall comply with Title 27, California Code of
2 Regulations, Section 25601(e). If subsequently enacted changes to Proposition 65 or its
3 implementing regulations require the use of additional or different information on any warning, the
4 Parties agree that the new safe harbor warning may be utilized in place of the warnings set forth in
5 this Section.

6 **3. MONETARY SETTLEMENT TERMS**

7 **3.1** In full satisfaction of all potential civil penalties, additional settlement payments,
8 attorney's fees, and costs, EHP Labs shall make a total payment of \$25,000 ("Total Settlement
9 Amount"). The Total Settlement Amount shall be apportioned as follows:

10 **3.2 Payments Pursuant to Health and Safety Code § 25249.7(b)(2)**

11 Pursuant to Health and Safety Code section 25249.7(b), EHP Labs shall pay civil
12 penalties in the amount of \$1,500. The penalty payment shall be allocated according to Health
13 and Safety Code section 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the
14 California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining
15 25% of the penalty paid to SPFC. SPFC's counsel shall be responsible for remitting EHP Labs'
16 penalty payment under this Consent Judgment to OEHHA. Within ten business days of the
17 Court's entry of this Consent Judgment, EHP Labs shall issue a check payable to "Safe Products
18 for Californians, LLC" in the amount of \$375, and a check payable to OEHHA in the amount of
19 \$1,125. These penalty payments shall be delivered to the address listed in Section 3.3 below.

20 **3.3 Reimbursement of Attorneys' Fees and Costs**

21 For all work performed as a result of investigating, bringing this matter to EHP Lab's
22 attention and negotiating a settlement in the public interest through the mutual execution of this
23 Consent Judgment and the Court's approval of the same, but exclusive of fees and costs on
24 appeal, if any, EHP Labs shall reimburse SPFC and its counsel \$23,500. The Parties negotiated
25 this resolution of the compensation due to SPFC and its counsel under general contract principles
26 and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5.
27 EHP Labs' payment shall be delivered to the address in Section 3.3 in the form of a check
28 payable to "Moore Law Firm, P.C." within ten business days of the Court's entry of this Consent

1 Judgment. The reimbursement shall cover all fees and costs incurred by SPFC investigating,
2 bringing this matter to EHP Lab's attention, litigating, and negotiating a settlement of the matter
3 in the public interest.

4 **3.4 Payment Procedures**

5 The payments pursuant to Sections 3.2 and 3.3 shall be delivered to the following
6 address:

7 Moore Law Firm, P.C.
8 Attn: Proposition 65 (SPFC)
9 300 South First Street, Suite 342
San Jose, California 95113

10 If for any reason this Consent Judgment is not entered by the Court within one year of
11 the date the Consent Judgment is executed by all Parties, SPFC shall meet and confer with EHP
12 Labs about mutually agreeable steps the Parties can take to ensure entry of the Consent
13 Judgment.

14 **4. CLAIMS COVERED AND RELEASED**

15 **4.1 SPFC's Public Release of Proposition 65 Claims**

16 This Consent Judgment is a full, final, and binding resolution between SPFC, acting on
17 its own behalf and on behalf of the public interest, and EHP Labs and its parents, subsidiaries,
18 affiliated entities under common ownership, directors, shareholders, officers, employees, and
19 attorneys and the predecessors, agents, suppliers, distributors, retailers, successors, or assigns of
20 each of them (the "Releasees"). SPFC, on behalf of itself and in the public interest, hereby fully
21 releases and discharges the Releasees from any and all claims, actions, causes of action, suits,
22 demands, liabilities, damages, penalties, fees, costs, and expenses asserted from the handling,
23 use, or consumption of the Covered Products, as to any alleged violation of Proposition 65 or its
24 implementing regulations arising from the failure to provide Proposition 65 warnings on the
25 Covered Products regarding lead up to and including the Effective Date. Compliance with the
26 terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
27 exposure to lead from Covered Products as set forth in the Notice of Violations.

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[PROPOSED] CONSENT JUDGMENT

1 **4.2 SPFC’s Individual Release of Claims**

2 SPFC, in its own capacity only and on its own behalf and on behalf of its past and current
3 agents, representatives, attorneys, successors, and/or assignees and *not* in its representative
4 capacity, also provides a release to EHP Labs and the Releasees which shall have preclusive
5 effect such that SPFC shall not be permitted to pursue and/or take any action with respect to any
6 other statutory or common law claim to the fullest extent that any such claim was or could have
7 been asserted by SPFC against EHP Labs and the Releasees, which shall be effective as a full
8 and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,
9 expenses, attorneys’ fees, damages, losses, claims, liabilities and demands of SPFC of any
10 nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of
11 alleged or actual exposures to lead in Covered Products manufactured, imported, distributed or
12 sold by EHP Labs and/or the Releasees, or the failure to provide a clear and reasonable warning
13 of exposure as well as any other claim based in whole or in part on the facts alleged in the Action
14 and the Notice, based on actions committed before the Effective Date (“Chemical Exposure
15 Claims”).

16 **4.3 Waiver of Rights Under Section 1542 of the California Civil Code**

17 SPFC, acting on its own behalf only with respect to the Individual Release, waives all
18 rights to institute any and all manner of actions, causes of action, claims, demands, rights, suits,
19 obligations, debts, contracts, agreements, promises liabilities, damages, charges, losses, costs,
20 expenses and attorney’s fees of any nature whatsoever, known or unknown, in law or equity,
21 fixed or contingent now or in the future with respect to the Covered Products manufactured,
22 distributed, or sold by EHP Labs and the Releasees who may use, maintain, distribute or sell the
23 Covered Products, for the Proposition 65 Claims and the Chemical Exposure Claims (referred
24 to collectively in this Section as “Claims”). In furtherance of the foregoing, SPFC, acting on its
25 own behalf only and acting in its individual capacity with respect to the Individual Release,
26 waives any and all rights and benefits which SPFC now has, or in the future may have, conferred
27 upon SPFC with respect to the Claims by virtue of the provisions of § 1542 of the California
28 Civil Code, which provides as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
2 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
3 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
4 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
5 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
6 WITH THE DEBTOR OR RELEASED PARTY.

6 **4.4 EHP Lab's Release of SPFC**

7 EHP Labs, on its own behalf and on behalf of its past and current agents, representatives,
8 attorneys, successors and/or assignees, hereby waives any and all claims against SPFC and its
9 attorneys and other representatives, for any and all actions taken or statements made (or those
10 that could have been taken or made) by SPFC and its attorneys and other representatives in the
11 course of investigating claims, seeking to enforce Proposition 65 against it in this matter.

12 **5. ENTRY OF CONSENT JUDGMENT**

13 The Parties hereby request that the Court promptly enter this Consent Judgment. Upon
14 entry of this Consent Judgment, SPFC and EHP Labs waive their respective rights to a hearing
15 or trial on the allegations of the Action and Notice.

16 **5.1 COURT APPROVAL**

17 This Consent Judgment is not effective until it is approved and entered by the Court and
18 shall be null and void if, for any reason, it is not approved and entered by the Court within one
19 year after it has been fully executed by all Parties, unless the Parties mutually agree to extend
20 that time period due to what they mutually agree are reasonably unforeseeable circumstances.
21 SPFC and EHP Labs agree to support the entry of this agreement as a judgment, and SPFC agrees
22 to obtain the Court's approval of this settlement in a timely manner. The Parties acknowledge
23 that, pursuant to California Health and Safety Code section 25249.7(f), a noticed motion is
24 required for judicial approval of this Consent Judgment, which motion SPFC shall draft and file
25 and EHP Labs shall support, appearing at the hearing if so requested.

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[PROPOSED] CONSENT JUDGMENT

1 **6. SEVERABILITY**

2 If, subsequent to the execution of this Consent Judgment as a judgment, any provision of
3 this Consent Judgment is held by a court to be unenforceable, the validity of the remaining
4 provisions shall not be adversely affected.

5 **7. GOVERNING LAW**

6 The terms of this Consent Judgment shall be governed by the laws of the State of
7 California and apply within the State of California. In the event that Proposition 65 is repealed,
8 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered
9 Products, then EHP Labs may provide SPFC with written notice of any asserted change in the
10 law, and shall have no further obligations pursuant to this Consent Judgment, with respect to,
11 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
12 shall be interpreted to relieve EHP Labs from its obligation to comply with any pertinent state
13 or federal law or regulation.

14 **8. NOTICE**

15 Unless specified herein, all correspondence and notice required by this Consent
16 Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class registered or
17 certified mail, return receipt requested; or (iii) a recognized overnight courier to any Party by the
18 other at the following addresses:

19 To EHP Labs:

20 Lynn R. Fiorentino
21 Arent Fox LLP
22 55 Second Street, Suite 2100
23 San Francisco, California 94105

To SPFC:

Moore Law Firm, P.C.
Attn: Proposition 65 (SPFC)
300 South First Street, Suite 342
San Jose, California 95113

24 Any Party may, from time to time, specify in writing to the other Party a change of
25 address to which all notices and other communications shall be sent.

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1 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

2 This Consent Judgment may be executed in counterparts and by facsimile or portable
3 document format (pdf) signature, each of which shall be deemed an original and, all of which,
4 when taken together, shall constitute one and the same document.

5 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

6 SPFC and its counsel agree to comply with the reporting form requirements referenced
7 in California Health and Safety Code section 25249.7(f).

8 **11. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties
10 and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful
11 motion of any Party and the entry of a modified Consent Judgment by the Court thereon. In the
12 event that Proposition 65 is repealed or preempted, then EHP Labs shall have no further
13 obligation as to injunctive terms pursuant to this Consent Judgment with respect to, and to the
14 extent that the Covered Products are so affected.

15 **12. OTHER TERMS**

16 **12.1 No Other Agreements**

17 This Consent Judgment contains the sole and entire agreement and understanding of the
18 Parties with respect to the entire subject matter set forth in this Consent Judgment, and any and
19 all prior discussions, negotiations, commitments, or understandings related thereto, if any, are
20 deemed merged. There are no warranties, representations, or other agreements between the
21 Parties except as expressly set forth in this Consent Judgment. No representations, oral or
22 otherwise, express or implied, other than those specifically referred to in this Consent Judgment
23 have been made by any Party. No other agreements not specifically contained or referenced in
24 this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties.
25 No supplementation, modification, waiver, or termination of this Consent Judgment shall be
26 binding unless executed in writing by the Party to be bound. No waiver of any of the provisions
27 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
28 provisions whether or not similar, nor shall such waiver constitute a continuing waiver. Nothing

1 in this Consent Judgment shall release, or in any way affect any rights that EHP Labs might have
2 against any other party.

3 **12.2 Construction**

4 The Parties have participated in the preparation of this Consent Judgment and this
5 Consent Judgment is the result of the joint efforts of the Parties. Each Party has had the
6 opportunity to consult counsel with regard to the preparation of this Consent Judgment. This
7 Consent Judgment was subject to revision and modification by the Parties and has been accepted
8 and approved as to its final form by all Parties. Accordingly, any uncertainty or ambiguity
9 existing in this Consent Judgment shall not be interpreted against any Party as a result of the
10 manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees
11 that any statute or rule of construction providing that ambiguities are to be resolved against the
12 drafting Party should not be employed in the interpretation of this Consent Judgment and, in this
13 regard the Parties hereby waive California Civil Code section 1654.

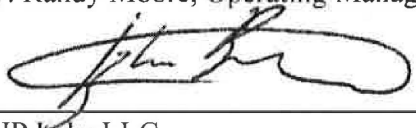
14 **13. AUTHORIZATION**

15 The undersigned are authorized to execute this Consent Judgment on behalf of their
16 respective Parties and have read, understood, and agree to all of the terms and conditions of this
17 Consent Judgment.

18
19 Dated: Feb 22, 2022

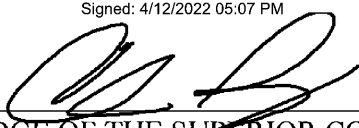

Safe Products for Californians, LLC
By: Randy Moore, Operating Manager

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21
22 Dated: 17 February 2022


EHP Labs LLC
By: Izhar Basha, CEO

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24 **IT IS SO ORDERED.**

25 Dated: April 12, 2022

Signed: 4/12/2022 05:07 PM

JUDGE OF THE SUPERIOR COURT
Christopher G. Rudy

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EXHIBIT A

60-DAY NOTICE OF VIOLATION

(Pursuant to California Health & Safety Code §§ 25249.5, *et seq.*)

November 28, 2018

To:

Managing Member
EHPLabs Distribution LLC
c/o Incorp Services, Inc.
1226 West South Jordan Parkway, Suite B
South Jordan, UT 84095

CC: California Attorney General's Office;
District Attorney's Offices for All California Counties; and
City Attorneys for San Francisco, San Diego, San Jose, Sacramento, and Los Angeles

I. INTRODUCTION

Safe Products for Californians, LLC ("SPFC") is the noticing entity, acting in the interest of the general public. It seeks to reduce or eliminate the presence of hazardous substances in consumer products sold in California, and to ensure that California consumers are aware of the presence of such substances in consumer goods so that they can make an educated effort to limit their own exposure where deemed necessary.

This Notice is provided to the public agencies listed above pursuant to California Health & Safety Code §§ 25249.6, *et seq.* ("Proposition 65"). As noted above, notice is also being provided to the violator, EHPLabs Distribution LLC (the "Violator"). The violations covered by this Notice consist of the product exposures, routes of exposure, and types of harm potentially resulting from exposure to the toxic chemical ("listed chemical") identified below, as follows:

Product Exposure:	See Section VII, Exhibit A
Listed Chemical:	Lead and Lead Compounds
Routes of Exposure:	Ingestion, Inhalation
Types of Harm:	Birth Defects and Other Reproductive Harm

II. NATURE OF ALLEGED VIOLATION (PRODUCT EXPOSURE)

The specific type of product that is causing consumer exposures in violation of Proposition 65, and that is covered by this Notice, is listed under "Product Category/Type" in Exhibit A in Section VII below. All products within the type covered by this Notice shall be referred to hereinafter as the "products." The sales of these products in California dating back to at least January 29, 2018 are subject to this Notice. As a result of sales of these products, exposures to the listed chemical have been occurring without clear and

reasonable warnings as required by Proposition 65. Without proper warnings regarding the toxic effects of exposures to the listed chemical, resulting from contact with the products, California citizens lack the information necessary to make informed decisions on whether and how to eliminate (or reduce) the risk of exposure to the toxic chemicals from the reasonably foreseeable use of the products.

California consumers are exposed to the listed chemicals through the act of buying, acquiring or utilizing the products. By way of example but not limitation, direct exposures occur when people (including children) ingest the product per the product label instructions, which recommend that such supplement be regularly consumed. The concentration of the noted contaminant compound present within each recommended serving (as suggested by the product manufacturer) constitutes a significant contaminant dose exposure to consumers through the intended daily ingestion of the product. Exposure to the contaminant present within the noted product may also occur through inhalation of airborne powder supplement experienced while handling, dispensing, and mixing of the product under typical and foreseeable use of the food supplement product.

III. CONTACT INFORMATION

Please direct all questions concerning this notice to SPFC at the following address:

Tanya E. Moore, Esq.
MOORE LAW FIRM, P.C.
332 North Second Street
San Jose, CA 95112
Telephone (408) 298-2000
Email: service@mission.legal

IV. PROPOSITION 65 INFORMATION

For general information concerning the provisions of Proposition 65, please feel free to contact the Office of Environmental Health Hazard Assessment's ("OEHHA") Proposition 65 Implementation Office at (916) 445-6900. For the Violator's reference, attached is a copy of "Proposition 65: A Summary," which has been prepared by OEHHA.

V. RESOLUTION OF NOTICED CLAIMS

Based on the allegations set forth in this Notice, SFPC intends to file a citizen enforcement lawsuit against the alleged Violator unless such Violator enters into a binding written agreement to: (1) recall products already sold or undertake best efforts to ensure that the requisite health hazard warnings are provided to those who have received such products; (2) provide clear and reasonable warnings for products sold in the future or reformulate such products to eliminate the exposure of California citizens to the listed chemical(s); and (3) pay an appropriate civil penalty based on the factors enumerated in California Health & Safety Code § 25249.7(b). If the alleged Violator is interested in resolving this dispute without resorting to time-consuming and expensive litigation, please feel free to contact SPFC's counsel identified in Section III above. It should be noted that neither SPFC's counsel nor SPFC can: (1) finalize any settlement until after the 60-day notice period has expired; nor (2) speak for the Attorney

General or any district or city attorney who received this Notice. Therefore, while reaching an agreement with SPFC will resolve its claims; such agreement may not satisfy the public prosecutors.

VI. ADDITIONAL NOTICE INFORMATION

(THIS INFORMATION IS NOT REQUIRED TO BE PROVIDED UNDER CAL. CODE REGS., TITLE 22 § 12903(b)(4).)

Identified below is a specific example of a product recently purchased and witnessed as being available for purchase or use in California that is within the category or type of offending product covered by this Notice. Based on publicly available information, the retailers, distributors, and/or manufacturers of the example within the category or type of product are also provided below. SPFC believes and alleges that the sale of the offending products also has occurred without the requisite Proposition 65 “clear and reasonable warnings” at one or more locations and/or via other means including, but not limited to, transactions made over-the-counter, business-to-business, through the internet, and/or via a catalog by the Violator and other distributors and retailers of the manufacturer.

<i>Product*</i>	<i>Retailer(s)</i>	<i>Manufacturer(s)/Distributor(s)</i>
Blessed Protein - Choc Coconut UPC# 8-58221-00747-2	EHPLabs Distribution LLC	EHPLabs Distribution LLC
Blessed Protein - Vanilla Chai UPC# 8-58221-00748-9	EHPLabs Distribution LLC	EHPLabs Distribution LLC
Blessed Protein - Salted Caramel UPC# 8-58221-00746-5	EHPLabs Distribution LLC	EHPLabs Distribution LLC

VII. EXHIBIT A

<i>Product Category/Type</i>	<i>Such As*</i>	<i>Toxins</i>
Powdered Dietary Supplements	Blessed Protein - Choc Coconut UPC# 8-58221-00747-2	Lead and Lead Compounds
Powdered Dietary Supplements	Blessed Protein - Vanilla Chai UPC# 8-58221-00748-9	Lead and Lead Compounds
Powdered Dietary Supplements	Blessed Protein - Salted Caramel UPC# 8-58221-00746-5	Lead and Lead Compounds

*The specifically identified example of the type of product that is subject to this Notice is for the recipients' benefit to assist in their investigation of, among other things, the magnitude of potential

exposures to the listed chemical from other items within the product category/type listed in Exhibit A. It is important to note that this example is not meant to be an exhaustive or comprehensive identification of each specific offending product of the type listed under "Product Category/Type" in Exhibit A. Further, it is SPFC's position that the alleged Violator is obligated to continue to conduct in good faith an investigation into other specific products within the type or category described above that may have been manufactured, distributed, sold, shipped, stored (or otherwise within the notice recipients' custody or control) during the relevant period so as to ensure that the requisite toxic warnings were and are provided to California citizens prior to purchase.

CERTIFICATE OF MERIT

(Pursuant to California Health & Safety Code § 25249.7(d))

I, Tanya E. Moore, hereby declare:

1. This Certificate of Merit accompanies the attached Sixty-Day Notice in which it is alleged that the parties identified in the Notice have violated Health & Safety Code § 25249.6 by failing to provide clear and reasonable warnings;
2. I am the attorney for the noticing party;
3. I have consulted with one or more persons with relevant and appropriate experience or experience who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of this action;
4. Based on the information obtained through these consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that “reasonable and meritorious case for the private action” means that the information provides a credible basis that all elements of the plaintiff’s case can be established and the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute; and
5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including information identified in Health & Safety Code § 25249.7(h)(2) (*i.e.*, (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons).

Dated: November 28, 2018

Tanya Moore
Tanya E. Moore

SERVICE LIST

Alpine County District Attorney
P.O. Box 248
Markleeville, CA 96120

Amador County District Attorney
708 Court Street #202
Jackson, CA 95642

Butte County District Attorney
25 County Center Drive, Suite 245
Oroville, CA 95965

Calaveras County District Attorney
891 Mountain Ranch Road
San Andreas, CA 95249

Colusa County District Attorney
346 Fifth Street, Suite 101
Colusa, CA 95932

Del Norte County District Attorney
450 H Street, Room 171
Crescent City, CA 95531

El Dorado County District Attorney
515 Main Street
Placerville, CA 95667

Fresno County District Attorney
2220 Tulare Street, Suite 1000
Fresno, CA 93721

Glenn County District Attorney
P.O. Box 430
Willows, CA 95988

Humboldt County District Attorney
825 5th Street, 4th Floor
Eureka, CA 95501

Imperial County District Attorney
940 West Main Street, Suite 102
El Centro, CA 92243

Inyo County District Attorney
P.O. Drawer D
168 N Edwards St
Independence, CA 93526

Kern County District Attorney
1215 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301

Kings County District Attorney
1400 West Lacey Boulevard
Hanford, CA 93230

Lake County District Attorney
255 North Forbes Street
Lakeport, CA 95453

Los Angeles County District Attorney
211 West Temple Street
Suite 1200
Los Angeles, CA 90012

Madera County District Attorney
209 West Yosemite Avenue
Madera, CA 93637

Marin County District Attorney
3501 Civic Center Drive, Room 130
San Rafael, CA 94903

Mariposa County District Attorney
5101 Jones Street, P.O. Box 730
Mariposa, CA 95338

Mendocino County District Attorney
100 North State Street, P.O. Box 1000
Ukiah, CA 95482

Merced County District Attorney
550 W. Main Street
Merced, CA 95340

Modoc County District Attorney
204 S. Court Street, Suite 202
Alturas, CA 96101

Mono County District Attorney
278 Main St
Bridgeport, CA 93517

Nevada County District Attorney
201 Commercial Street
Nevada City, CA 95959

Orange County District Attorney
401 Civic Center Drive West
Santa Ana, CA 92701

Placer County District Attorney
10810 Justice Center Drive, Suite 240
Roseville, CA 95678

Plumas County District Attorney
520 Main Street, Room 404
Quincy, CA 95971

San Benito County District Attorney
419 4th Street, Second Floor
Hollister, CA 95203

San Bernardino County District Attorney
303 West 3rd Street, 6th Floor
San Bernardino, CA 92415-0502

San Mateo County District Attorney
400 County Center, Third Floor
Redwood City, CA 94063

Shasta County District Attorney
1355 West Street
Redding, CA 96001

Sierra County District Attorney
100 Courthouse Square
Downieville, CA 95936

Siskiyou County District Attorney
P.O. Box 986
Yreka, CA 96097

Solano County District Attorney
675 Texas Street, Suite 4S00
Fairfield, CA 94533

Stanislaus County District Attorney
832 12th Street, Suite 300
Modesto, CA 95354

Sutter County District Attorney
466 Second Street, Suite 102
Yuba City, CA 95991

Tehama County District Attorney
444 Oak Street, Room L
Red Bluff, CA 96080

Trinity County District Attorney
P.O. Box 310
Weaverville, CA 96093

Tuolumne County District Attorney
423 North Washington Street
Sonora, CA 95370

Yuba County District Attorney
215 Fifth Street
Marysville, CA 95901

Office of the City Attorney, Los Angeles
800 City Hall East
200 North Main Street
Los Angeles, CA 90012

Office of the City Attorney, Sacramento
915 I Street, 4th Floor
Sacramento, CA 95814

Office of the City Attorney, San Diego
1200 Third Avenue, Suite 1620
San Diego, CA 92101

Office of the City Attorney,
San Francisco
1 Dr. Carlton B. Goodlett Place,
Room 234
San Francisco, CA 94102

Office of the City Attorney, San Jose
200 East Santa Clara Street, 16th Floor
San Jose, CA 95113

CERTIFICATE OF SERVICE BY MAIL

I, Jessica Mendoza, hereby declare:

1. I am, and was at the time of service hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 332 North Second Street, San Jose, California, 95112.

2. On November 30, 2018, I served the following documents:

- 60-Day Notice of Violation
- Certificate of Merit
- “The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary”

on the following party by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below, and depositing it at a United States Postal Service Office for delivery by First Class Mail:

Managing Member
EHPLabs Distribution LLC
c/o Incorp Services, Inc.
1226 West South Jordan Parkway, Ste. B
South Jordan, UT 84095

3. On November 29, 2018, I served the following documents:

- 60-Day Notice of Violation
- Certificate of Merit

on each of the parties on the service list attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the service list attached hereto, and depositing it at a United States Postal Service Office for delivery by First Class Mail.

4. On November 30, 2018, I served the following documents:

- 60-Day Notice of Violation
- Certificate of Merit

on the following party by causing a true and correct .PDF copy thereof to be sent via electronic mail to the party listed below, pursuant to Cal. Code Regs., title. 27, § 25903(c)(1):

Contra Costa County District Attorney
sgrassini@contracostada.org

Lassen County District Attorney
mlatimer@co.lassen.ca.us

Monterey County District Attorney
Prop65DA@co.monterey.ca.us

San Luis Obispo County District Attorney
edobroth@co.slo.ca.us

Napa County District Attorney
CEPD@countyofnapa.org

Santa Clara County District Attorney
EPU@da.sccgov.org

Riverside County District Attorney
Prop65@rivcoda.org

Sonoma County District Attorney
jbarnes@sonoma-county.org

Sacramento County District Attorney
Prop65@sacda.org

Tulare County District Attorney
Prop65@co.tulare.ca.us

San Francisco County District Attorney
gregory.alker@sfgov.org

Ventura County District Attorney
daspecialops@ventura.org

San Joaquin County District Attorney
DAConsumer.Environmental@sjcda.org

Yolo County District Attorney
cfepd@yolocounty.org

San Diego County District Attorney
CityAttyCrimProp65@sandiego.gov

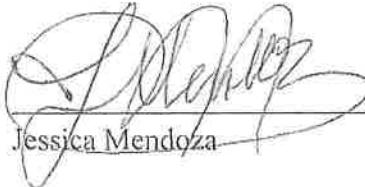
Alameda County District Attorney
CEPDProp65@acgov.org

Santa Barbara County District Attorney
DAProp65@co.santa-barbara.ca.us

Santa Cruz County District Attorney
Prop65DA@santacruzcounty.us

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: November 30, 2018



Jessica Mendoza

