

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 320135 NAME: Shant L. Vayvayan, Esq. FIRM NAME: Brown Bear Law, APC STREET ADDRESS: P.O. Box 573423 CITY: Tarzana STATE: CA ZIP CODE: 91357 TELEPHONE NO.: (818)-457-1543 FAX NO.: (323)-576-7196 E-MAIL ADDRESS: shant@brownbearlaw.com ATTORNEY FOR (name): CITIZENS OF CALIFORNIA SAFETY CORP.		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of Los Angeles <b>06/24/2021</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>R. Redmond</u> Deputy	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS: 6230 Sylmar Ave. MAILING ADDRESS: 6230 Sylmar Ave. CITY AND ZIP CODE: Van Nuys, CA 91401 BRANCH NAME: Van Nuys Courthouse East		CASE NUMBER: 21VECV00605	
PLAINTIFF/PETITIONER: CITIZENS OF CALIFORNIA SAFETY CORP. DEFENDANT/RESPONDENT: PURPLEROCK BIOSCHWARTZ OPCO LLC et al. OTHER:		JUDICIAL OFFICER: Hon. Huey P. Cotton	
<b><del>PROPOSED ORDER (COVER SHEET)</del></b>		DEPT: A	

**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:  
CITIZENS OF CALIFORNIA SAFETY CORP.
2. Title of the proposed order:  
Stipulated Consent Judgment
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion to Approve Stipulated Consent Judgment
  - b. Date and time: June 23, 2021 at 8:30 a.m.
  - c. Place: Department A, Van Nuys Courthouse East  
6230 Sylmar Ave., Van Nuys, CA 91401
4. The proposed order was served on the other parties in the case.

Shant Vayvayan

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:	CASE NUMBER: 21VECV00605
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**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*):

b. My electronic service address is (*specify*):

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.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ 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:

\_\_\_\_\_  
(TYPE OR PRINT NAME OF DECLARANT)

\_\_\_\_\_  
(SIGNATURE OF DECLARANT)

Shant Vayvayan SBN 320135  
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Attorney for Defendant  
PurpleRock Bioschwartz OPCO, LLC, individually and  
doing business as Bioschwartz

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

**CITIZENS OF CALIFORNIA SAFETY  
CORP.**

**Plaintiff,**

**vs.**

**PURPLEROCK BIOSCHWARTZ OPCO,  
LLC, individually and doing business as  
BIOSCHWARTZ; and DOES 1-100  
Defendants.**

**CASE NO. 21VECV00605**

**STIPULATED CONSENT  
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: May 3, 2021

Trial Date: None set

**1. INTRODUCTION**

**1.1** On May 3, 2021, Plaintiff Citizens of California Safety Corp ("CCSC"), a California corporation, as a private enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint")

1 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*  
2 (“Proposition 65”), against PurpleRock Bioschwartz OPCO, LLC, individually and doing  
3 business as Bioschwartz (“Bioschwartz”), and Does 1-100. In this action, CCSC alleges that  
4 the following product manufactured, distributed, or sold by Bioschwartz contains lead, a  
5 chemical listed under Proposition 65 as a reproductive toxin, and exposes consumers to lead at  
6 a level requiring a Proposition 65 warning. This product (referred to hereinafter individually as  
7 a “Covered Product”) is: Turmeric Curcumin Sleep Aid with Melatonin (Turmeric Curcumin  
8 PM).

9       **1.2** CCSC and Bioschwartz are hereinafter referred to individually as a “Party” or  
10 collectively as the “Parties.”

11       **1.3** CCSC is a California corporation dedicated to, among other causes, helping  
12 safeguard the public from health hazards by reducing the use and misuse of hazardous and  
13 toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging  
14 corporate responsibility.

15       **1.4** For purposes of this Consent Judgment, the Parties agree that Bioschwartz is a  
16 business entity that has employed ten or more persons at all times relevant to this action, and  
17 qualifies as a “person in the course of doing business” within the meaning of Proposition 65.  
18 Bioschwartz manufactures, distributes, and/or sells the Covered Product.

19       **1.5** The Complaint is based on allegations contained in CCSC’s Notice of Violation  
20 dated August 20, 2020 that was served on the California Attorney General, other public  
21 enforcers, and Bioschwartz (“Notice”). A true and correct copy of the 60-Day Notice dated  
22 August 20, 2020 is attached hereto as **Exhibit A** and is incorporated herein by reference. More  
23 than 60 days have passed since the Notice was served on the Attorney General, public  
24 enforcers, and Bioschwartz and no designated governmental entity has filed a complaint against  
25 Bioschwartz with regard to the Covered Product or the alleged violations.

26       **1.6** CCSC’s Notice and Complaint allege that use of the Covered Product exposes  
27 persons in California to lead without first providing clear and reasonable warnings in violation  
28 of California Health and Safety Code section 25249.6. Bioschwartz denies all material

1 allegations contained in the Notice and Complaint. Nothing in the Consent Judgment shall be  
2 construed as an admission by Bioschwartz of any fact, issue of law or violation of law, nor  
3 shall compliance with the Consent Judgment constitute or be construed as an admission by  
4 Bioschwartz of any fact, issue of law or violation of law, at any time, for any purpose.

5       **1.7**     The Parties have entered into this Consent Judgment in order to settle,  
6 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
7 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or  
8 be construed as an admission by any of the Parties or by any of their respective officers,  
9 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates  
10 under common ownership (full or partial), franchisees, licensees, customers, suppliers,  
11 distributors, wholesalers, or retailers of any fact, issue of law, or violation of law.

12       **1.8**     Except as expressly set forth herein, nothing in this Consent Judgment shall  
13 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have,  
14 individually or jointly, in any current or future legal proceeding unrelated to these proceedings.

15       **1.9**     The Effective Date of this Consent Judgment is the date on which it is entered as  
16 a Judgment by this Court.

17 ///

## 18    **2.    JURISDICTION AND VENUE**

19       For purposes of this Consent Judgment and any further court action that may become  
20 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter  
21 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction  
22 over Bioschwartz as to the acts alleged in the Complaint, that venue is proper in Los Angeles  
23 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final  
24 resolution of all claims up through and including the Effective Date which were or could have  
25 been asserted in this action based on the facts alleged in the Notice and Complaint.

## 26    **3.    INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

27       Commencing ninety (90) days after the Effective Date and continuing thereafter,  
28 Bioschwartz shall only ship, distribute, sell or offer for sale in California, Reformulated

1 Product pursuant to Section 3.3 or Covered Product that is labeled with a clear and reasonable  
2 warning pursuant to Section 3.1. Bioschwartz shall have no obligation to label Covered Product  
3 that was shipped prior to the Effective Date.

4 **3.1.1** As used in this Consent Judgment, the term “Distributing into the State  
5 of California” shall mean to directly ship a Covered Product into California for sale in  
6 California or to sell a Covered Product to a distributor that Bioschwartz knows or has reason to  
7 know will sell the Covered Product in California.

8 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure  
9 Level” shall be measured in micrograms, and shall be calculated using the following formula:  
10 micrograms of lead per gram of product, multiplied by grams of product per serving of the  
11 product (using the largest serving size appearing on the product label), multiplied by servings  
12 of the product per day (using the largest number of recommended daily servings appearing on  
13 the label), which equals micrograms of lead exposure per day. If the label contains no  
14 recommended daily servings, then the number of recommended daily servings shall be one.

15 **3.1 Clear and Reasonable Warnings**

16 If Bioschwartz is required to provide a warning pursuant to Section 3.1, the following  
17 warning must be utilized (“Warning”):

18 **WARNING:** Consuming this product can expose you to chemicals including lead which is  
19 known to the State of California to cause [cancer and] birth defects or other reproductive  
20 harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

21 Bioschwartz shall use the phrase “cancer and” in the Warning if Bioschwartz has reason to  
22 believe that the the “Daily Lead Exposure Level” is greater than 15 micrograms of lead. As  
23 identified in the brackets, the warning shall identify at least one chemical present per endpoint  
24 (cancer or birth defects or other reproductive harm) in the Covered Product.

25 The Warning shall appear on the label of each Covered Product or on Bioschwartz’s  
26 checkout page on its website for California consumers identifying any Covered Product, or a link  
27 to the Warning, using the word “WARNING,” shall appear on the product display page prior to  
28 completing checkout on Bioschwartz’s website when a California delivery address is indicated

1 for any purchase of any Covered Product. An asterisk or other identifying method, such as text  
2 accompanying the product, may be utilized to identify which product(s) on the checkout page are  
3 subject to the Warning. The Warning may be used in conjunction with a more general warning  
4 in the checkout procedures indicating that item(s) in the customer's order are subject to a  
5 California Proposition 65 warning. If the Warning appears on the label of a Covered Product, the  
6 Warning shall be securely affixed to or printed upon the label of the Covered Product and it must  
7 be set off from other surrounding information and enclosed in a box. Given Bioschwartz' lack of  
8 control over third-party websites, the online warning requirements expressed in this Section  
9 apply only to Covered Product sold through Bioschwartz's website so long as Bioschwartz  
10 complies with the requirements of 27 CCR 25600.2 (in effect on the date of entry of this Consent  
11 Judgment).

12 Bioschwartz must display the above Warning with such conspicuousness, as compared  
13 with other words, statements or designs on the label or container, or on its website, if applicable, to  
14 render the Warning likely to be read and understood by an ordinary individual under customary  
15 conditions of purchase or use of the product. If subsequently enacted changes to Proposition 65 or  
16 its implementing regulations require the use of additional or different information on any warning,  
17 the Parties agree that the new safe harbor warning may be utilized in place of the warnings set  
18 forth in this Section.

### 19 **3.3 Reformulated Covered Product**

20 A Reformulated Covered Product is a Covered Product for which the "Daily Lead  
21 Exposure Level" is no greater than 0.5 micrograms of lead per day.

## 22 **4. SETTLEMENT PAYMENT**

23 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,  
24 attorney's fees, and costs, Bioschwartz shall make, or have made on its behalf, a total payment  
25 of \$12,000.00 ("Total Settlement Amount") to CCSC to be paid within five (5) days after the  
26 Effective Date. The Total Settlement Amount shall be apportioned as follows: \$1,000.00 shall  
27 be considered a civil penalty pursuant to California Health and Safety Code section  
28 25249.7(b)(1). CCSC shall remit 75% (\$750.00) of the civil penalty to the Office of

1 Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water  
2 and Toxic Enforcement Fund in accordance with California Health and Safety Code section  
3 25249.12(c). CCSC will retain the remaining 25% (\$250.00) of the civil penalty. CCSC's  
4 counsel shall be responsible for remitting Bioschwartz's penalty payment under this Consent  
5 Judgment to OEHHA

6       **4.2** For all work performed as a result of investigating, bringing this matter to  
7 Bioschwartz's attention and negotiating a settlement in the public interest through the mutual  
8 execution of this Consent Judgment and the Court's approval of the same, but exclusive of fees  
9 and costs on appeal, if any, Bioschwartz shall reimburse CCSC and its counsel \$11,000.00. The  
10 Parties negotiated this resolution of the compensation due to CCSC and its counsel under  
11 general contract principles and the private attorney general doctrine codified at California Code  
12 of Civil Procedure § 1021.5.

## 13       **5. MODIFICATION OF CONSENT JUDGMENT**

14       **5.1** This Consent Judgment may be modified (i) by written stipulation of the Parties  
15 and upon entry by the Court of a modified consent judgment or (ii) by motion of either Party  
16 pursuant to and upon entry by the Court of a modified consent judgment.

17       **5.2** In the event that Proposition 65 is repealed or preempted, then Bioschwartz shall  
18 have no further obligation pursuant to this Consent Judgment with respect to, and to the extent  
19 that the Covered Product is so affected.

## 20       **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT** 21       **JUDGMENT**

22       **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate  
23 this Consent Judgment.

24       **6.2** If CCSC alleges that any Covered Product fails to qualify as a Reformulated  
25 Covered Product (for which CCSC alleges that no Warning has been provided), then CCSC  
26 shall inform Bioschwartz in a reasonably prompt manner of its test results, including  
27 information sufficient to permit Bioschwartz to identify the Covered Product at issue.  
28 Bioschwartz shall, within thirty (30) days following such notice, provide CCSC with testing



1 information, from an independent third-party laboratory, demonstrating Bioschwartz's  
2 compliance with the Consent Judgment, if warranted. The Parties shall first attempt to resolve  
3 the matter prior to CCSC taking any further legal action.

#### 4 **7. APPLICATION OF CONSENT JUDGMENT**

5 This Consent Judgment shall apply to, be binding upon, and benefit the Parties and their  
6 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
7 affiliates under common ownership (full or partial), divisions, franchisees, licensees, customers,  
8 distributors, wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment  
9 shall have no application to any Covered Product which is distributed or sold exclusively outside  
10 the State of California and which is not used by California consumers.

#### 11 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

12 **8.1** This Consent Judgment is a full, final, and binding resolution between  
13 CCSC, on behalf of itself and in the public interest, and Bioschwartz and its respective officers,  
14 directors, shareholders, owners, employees, agents, parent companies, subsidiaries, divisions,  
15 affiliated entities under common (full or partial) ownership, attorneys, suppliers, franchisees,  
16 licensees, customers, distributors, wholesalers, retailers, and all other upstream and  
17 downstream entities in the distribution chain of any Covered Product, and the predecessors,  
18 successors, and assigns of any of them (collectively, "Released Parties"). CCSC, on behalf of  
19 itself and in the public interest, hereby fully releases and discharges the Released Parties from  
20 any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,  
21 fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or  
22 consumption of the Covered Product, as to any alleged violation of Proposition 65 or its  
23 implementing regulations arising from the failure to provide Proposition 65 warnings on the  
24 Covered Product regarding lead up to and including the Effective Date.

25 **8.2** CCSC on its own behalf only, and Bioschwartz on its own behalf only,  
26 further waive and release any and all claims they may have against each other and their  
27 respective officers, directors, shareholders, owners, employees, agents, parents, subsidiaries,  
28 divisions, affiliated entities under common (full or partial) ownership, and attorneys for all

1 actions or statements made or undertaken in the course of seeking or opposing enforcement of  
2 Proposition 65 in connection with the Notice and Complaint up through and including the  
3 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's  
4 right to seek to enforce the terms of this Consent Judgment.

5       **8.3**     It is possible that other claims not known to the Parties, arising out of the facts  
6 alleged in the Notices and Complaint, and relating to the Covered Product, will develop or be  
7 discovered. CCSC on behalf of itself only, and Bioschwartz on behalf of itself only,  
8 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
9 claims up through and including the Effective Date, including all rights of action therefore.  
10 CCSC and Bioschwartz acknowledge that the claims released in Sections 8.1 and 8.2 above  
11 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to  
12 any such unknown claims. California Civil Code section 1542 reads as follows:

13           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
14 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
15 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
16 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
17 OR HER SETTLEMENT WITH THE DEBTOR.

18 CCSC on behalf of itself only, and Bioschwartz on behalf of itself only, acknowledge and  
19 understand the significance and consequences of this specific waiver of California Civil Code  
20 section 1542.

21       **8.4**     Compliance with the terms of this Consent Judgment shall be deemed to  
22 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead  
23 in the Covered Product as set forth in the Notice and Complaint.

24       **8.5**     Nothing in this Consent Judgment is intended to apply to any occupational or  
25 environmental exposures arising under Proposition 65, nor shall it apply to any of  
26 Bioschwartz's products other than the Covered Product.

## 27       **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

28       In the event that any of the provisions of this Consent Judgment are held by a court to be  
unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

1     **10. GOVERNING LAW**

2             The terms and conditions of this Consent Judgment shall be governed by and construed in  
3 accordance with the laws of the State of California.

4     **11. PROVISION OF NOTICE**

5             All notices required to be given to either Party to this Consent Judgment by the other shall  
6 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via  
7 email may also be sent.

8     ///

9     **FOR CITIZENS OF CALIFORNIA SAFETY CORP:**

10    California Corporate Agents, Inc.  
11    Alex Patel  
12    16830 Ventura Blvd Ste 360  
13    Encino, CA 91436

14    With a copy to:

15    Shant Vayvayan SBN 320135  
16    Brown Bear Law, APC  
17    P.O. Box 573423  
18    Tarzana, CA 91357  
19    Telephone: 818-457-1543  
20    Facsimile: 323-5767196  
21    Email: shant@brownbearlaw.com

22    **PURPLEROCK BIOSCHWARTZ OPCO, LLC, individually and doing business as**  
23    **BIOSCHWARTZ**

24    PurpleRock BioSchwartz Opco LLC  
25    Att: Tom Mooy, CEO  
26    11825 High Tech Ave, Suite 200,  
27    Orlando, FL, 32801

28    With a copy to:

Abhishek K. Gurnani  
Amin Talati Wasserman LLP  
100 S. Wacker Drive, Suite 2000  
Chicago, IL 60606  
Telephone: (312) 327-3325  
Email: abhishek@amintalati.com

1     **12. COURT APPROVAL**

2             **12.1** Upon execution of this Consent Judgment by the Parties, CCSC shall notice a  
3 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
4 Consent Judgment.

5             **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
6 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
7 prior to the hearing on the motion.

8             **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
9 void and have no force or effect.

10     **13. EXECUTION AND COUNTERPARTS**

11             This Consent Judgment may be executed in counterparts, which taken together shall be  
12 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid  
13 as the original signature.

14     **14. DRAFTING**

15             The terms of this Consent Judgment have been reviewed by the respective counsel for each  
16 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and  
17 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and  
18 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,  
19 and no provision of this Consent Judgment shall be construed against any Party, based on the fact  
20 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
21 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
22 equally in the preparation and drafting of this Consent Judgment.

23     **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

24             If a dispute arises with respect to either Party's compliance with the terms of this Consent  
25 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in  
26 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be  
27 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

1     **16. ENTIRE AGREEMENT, AUTHORIZATION**

2             **16.1** This Consent Judgment contains the sole and entire agreement and  
3 understanding of the Parties with respect to the entire subject matter herein, and any and all  
4 prior discussions, negotiations, commitments, and understandings related hereto. No  
5 representations, oral or otherwise, express or implied, other than those contained herein have  
6 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
7 herein, shall be deemed to exist or to bind any Party.

8             **16.2** Each signatory to this Consent Judgment certifies that he or she is fully  
9 authorized by the Party he or she represents to stipulate to this Consent Judgment.

10     **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
11     **CONSENT JUDGMENT**

12             This Consent Judgment has come before the Court upon the request of the Parties. The  
13 Parties request the Court to fully review this Consent Judgment and, being fully informed  
14 regarding the matters which are the subject of this action, to:


15             (1) Find that the terms and provisions of this Consent Judgment represent a fair and  
16 equitable settlement of all matters raised by the allegations of the Complaint that the matter has  
17 been diligently prosecuted, and that the public interest is served by such settlement; and

18             (2) Make the findings pursuant to California Health and Safety Code section  
19 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

20     **IT IS SO STIPULATED:**

21     Dated: May 5, 2021

CITIZENS OF CALIFORNIA SAFETY  
CORP

22                               
23     By: \_\_\_\_\_  
24     By: Melody Rahimi  
25     Its: Director

1 Dated: 5/5/2021, 2021

PURPLEROCK BIOSCHWARTZ OPCO,  
LLC individually and doing business as  
BIOSCHWARTZ

*Thomas Mooy*

By: Tom Mooy  
Its: CEO

7 **APPROVED AS TO FORM:**

8 Dated: May 5, 2021

BROWN BEAR LAW, APC

9 By: *[Signature]*

Shant Vayvayan  
Attorneys for Plaintiff Citizens of  
California Safety Corp.

13 Dated: May 5, 2021

AMIN TALATI WASSERMAN LLP

15 By: *[Signature]*

Jennifer Adams  
Attorney for Defendant Purplerock  
Bioschwartz OPCO, LLC, individually  
and doing business as Bioschwartz

19 **ORDER AND JUDGMENT**

20 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is  
21 approved and Judgment is hereby entered according to its terms.

22 IT IS SO ORDERED, ADJUDGED AND DECREED.

25 Dated: May 5, 2021



*Huey Cotton*  
Judge of the Superior Court

Huey P. Cotton / Judge

# **EXHIBIT A**



Brown Bear Law, APC  
818-457-1543  
shant@brownbearlaw.com  
PO Box 573423  
Tarzana, CA 91357

August 20, 2020

Purplerock Bioschwartz Opco, LLC  
1350 Ave of the Americas, 2<sup>nd</sup> Floor  
New York, NY 10019

Amazon.com Services LLC  
Amazon.com Inc. c/o Corporation Service Company  
251 Little Falls Drive  
Wilmington DE 19808

### **60-Day Notice of Violation**

#### **Sent in Compliance with California Health & Safety Code § 25249.7(d)**

To: PurpleRock Bioschwartz Opco, LLC, Amazon.com Services LLC, Amazon.com Inc., and the public prosecutors listed on the proof of service attached hereto:

#### **I. INTRODUCTION**

Brown Bear Law, APC represents Citizens of California Safety Corp, a California Corporation with an interest in protecting the general public, which includes promoting awareness of exposure to toxic chemicals, reducing exposure to hazardous substances found in consumer products, and the promotion and improvement of human health. This correspondence shall serve as a 60 day notice PurpleRock Bioschwartz Opco, LLC, Amazon.com Services LLC, and Amazon.com Inc. (hereinafter "Violators") are in violation of the California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which codified at Cal. Health & Safety Code §25249.5 et seq.

Cal. Health & Safety Code §25249 states in relevant part "No person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual"

This correspondence serves to provide notification that the Violators and elected prosecutors. Unless, notice is provided that the appropriate public enforcement agencies are diligently prosecuting said violations, Brown Bear Law, APC intends to bring an enforcement action on behalf of Citizens of California Safety Corp sixty days or more after service of said notice.



## II. VIOLATIONS

**Product Types/Categories:** The specific types or categories of products that are causing consumer exposures in violation of Proposition 65, and that are covered by this Notice, include the following:

Product Name	UPC
Bioschwartz Turmeric Curcumin Sleep Aid with Melatonin - Natural Sleeping Pills with Valerian Root & L Theanine for Insomnia - Promotes Relaxation & Restful Sleep - Formulated for Joint Relief with Bioperine	733739459756

The products listed above are products recently purchased and/or are available for purchase for use in California. Although, attempts have been made to diligently search for each and every product offered by the Violators, the list above may not be exhaustive.

Each of the products listed involve exposures to the Proposition 65-listed chemical "lead" through ingestion, and exposure to the skin (dermal) such as touching the product. Lead is listed pursuant to Proposition 65 as a chemical known to cause birth defects or other reproductive harm. Lead is hereinafter referred to as the "Listed Chemical". As a result of the Violators failing to provide reasonable warnings, individuals in California have been exposed to the listed chemical since March 2018 without the proper warning. Thus, California citizens lacked the information necessary to make an informed decision to reduce the risk of the listed chemical from reasonable and foreseeable use.

## III. PROPOSITION 65 INFORMATION

For the Violators' reference, attached is a copy of "Proposition 65: A Summary" which has been prepared by Office of Environmental Health Hazard Assessment ("OEHHA"). For more information concerning the provisions of Proposition 65, contact OEHHA or visit their website.

## IV. RESOLUTION OF NOTICED CLAIMS

Brown Bear Law, APC, intends to file a private enforcement action pursuant to Proposition 65 on behalf of Citizens of California Safety Corp unless the Violators agree to enter into a binding enforceable written instrument to (1) recall the listed products to avoid continued exposure or undertake diligent efforts to ensure that the requisite health hazard warnings are provided to those who already received such products; (2) (3) pay an appropriate civil penalty based on the factors enumerated in California Health & Safety Code §25249.7(b). In order to avoid costly litigation, if the alleged Violators are interested in resolving this dispute, please feel free to contact counsel Shant Vayvayan, Brown Bear Law, APC, PO Box 573423, Tarzana, CA 91357, (818)-457-1543, shant@brownbearlaw.com. It should be noted pursuant to Proposition 65 a Private Enforcer cannot: (1) finalize any settlement until after the 60-day notice period has expired; or (2) speak for the Attorney General or any District or City Attorney who

received this Notice. Therefore, while reaching an agreement will resolve my claims, such agreement may not satisfy the public prosecutors.

#### V. PRESERVATION OF EVIDENCE

This Notice also serves as a demand that the Notice Recipients preserve and maintain all relevant evidence, including all electronic documents and data, pending resolution of this matter. Such relevant evidence includes but is not limited to all documents relating to the presence or potential presence of the Listed Chemical in the Covered Products; purchase and sales information for Covered Products; efforts to comply with Proposition 65 with respect to the Covered Products; communications with any person relating to the presence or potential presence of the Listed Chemical in Covered Products; and representative exemplars of each specific model falling within the Covered Products. This demand applies to all relevant evidence for Covered Products sold in the State of California, as far back as March 1, 2018, through the date of any trial of the claims alleged in this Notice.

#### VI. CONTACT INFORMATION

Plaintiff has retained me as legal counsel in this matter. Please direct all communications related to this Notice of Violation to the following:

Shant Vayvayan, Esq.  
Brown Bear Law, APC  
P.O. Box 573423  
Tarzana, CA 91357  
[shant@brownbearlaw.com](mailto:shant@brownbearlaw.com)

Sincerely,



Shant Vayvayan

cc: California Attorney General's Office; District Attorney's Office for 58 Counties; and City Attorneys for San Francisco, San Diego, San Jose and Los Angeles


Attachments: Certificate of Merit; Proof of Service; The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); A Summary (PurpleRock Bioschwartz Opco, LLC, Amazon.com Services LLC, and Amazon.com Inc); and Confidential Information in Support of Certificate of Merit (Attorney General Only)

**CERTIFICATE OF MERIT**  
Health and Safety Code Section 25249.7(d)

I, Shant Vayvayan, 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 and 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 expertise 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 those 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 violators will be able to establish any of the affirmative defenses set forth in the statute.
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 and Safety Code § 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) certain facts, studies, or other data reviewed by those persons.

Dated: August 20, 2020

  
\_\_\_\_\_  
Shant Vayvayan

**PROOF OF SERVICE BY MAIL - 1013(a)(3) 2015.5 C.C.P.**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of the County aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is P.O. Box 573423, Tarzana CA, 91357.

On 8/20/2020, I served the within documents:

1. **60-DAY NOTICE OF VIOLATION SENT IN COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(d);**
2. **PROPOSITION 65: A SUMMARY (not sent to the public enforcement agencies);**
3. **CERTIFICATE OF MERIT;**
4. **CONFIDENTIAL INFORMATION IN SUPPORT OF CERTIFICATE OF MERIT (Attorney General Only)**

[x] by placing a true copy thereof enclosed in a sealed envelope with postage for first class mail thereon fully prepaid in Los Angeles, California, in the United States mail addresses attached hereto as **Exhibit A:**

[x] by electronic service through transmission via electronic mail the documents listed above to each addresses attached hereto as **Exhibit B:**

Additionally, on this date, I uploaded the documents listed above to the California Attorney General via its website:

Office of the California  
Attorney General Proposition 65  
Enforcement Reporting ATTN:  
Prop 65 Coordinator  
1515 Clay Street, Suite 2000  
P.O. Box 70550  
Oakland, CA 94612-0550  
<http://oag.ca.gov/prop65>

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

Dated: August 20, 2020

  
Shant Vayvayan

## EXHIBIT A

### U.S. MAIL SERVICE

Purplerock Bioschwartz Opco, LLC 1350 Ave of the Americas, 2nd Floor New York, NY 10019	Amazon.com Services LLC Amazon.com Inc. c/o Corporation Service Company 251 Little Falls Drive Wilmington DE 19808	Purplerock Bioschwartz Opco, LLC 9 E. Loo ckerman Street, Suite 311 Dover, DE 19901
Alpine County District Attorney P.O. Box 248 Markleeville, CA 96120	Los Angeles County District Attorney 211 West Temple Street, Suite 1200 Los Angeles, CA 90012	San Mateo County District Attorney 400 County Center Redwood City, CA 94063
Amador County District Attorney 708 Court Street Jackson, CA 95642	Madera County District Attorney 209 West Yosemite Avenue Madera, CA 93637	Shasta County District Attorney 1355 West Street Redding, CA 96001
Butte County District Attorney 25 County Center Drive, Suite 245 Oroville, CA 95965	Marin County District Attorney 3501 Civic Center Drive, Suite 145 San Rafael, CA 94903	Sierra County District Attorney P.O. Box 457 Downieville, CA 95936
Colusa County District Attorney 346 Fifth Street, Suite 101 Colusa, CA 95932	Mariposa County District Attorney P.O. Box 730 Mariposa, CA 95338	Siskiyou County District Attorney 311 4th Street Yreka, CA 96097
Del Norte County District Attorney 450 H Street, Room 171 Crescent City, CA 95531	Mendocino County District Attorney P.O. Box 1000 Ukiah, CA 95482	Solano County District Attorney 675 Texas Street, Suite 4500 Fairfield, CA 94533
El Dorado County District Attorney 778 Pacific Street Placerville, CA 95667	Merced County District Attorney 550 W. Main Street Merced, CA 95340	Stanislaus County District Attorney 832 12th Street, Suite 300 Modesto, CA 95354
Fresno County District Attorney 2220 Tulare Street, Suite 1000 Fresno, CA 93721	Modoc County District Attorney 204 S. Court Street, Suite 202 Alturas, CA 96101	Sutter County District Attorney 463 Second Street, Suite 102 Yuba City, CA 95991
Glenn County District Attorney P.O. Box 430 Willows, CA 95988	Mono County District Attorney P.O. Box 617 Bridgeport, CA 93517	Tehama County District Attorney 444 Oak Street, Room L Red Bluff, CA 96080
Humboldt County District Attorney 825 5th Street, Fourth Floor Eureka, CA 95501	Nevada County District Attorney 201 Commercial Street Nevada City, CA 95959	Trinity County District Attorney P.O. Box 310 Weaverville, CA 96093
Imperial County District Attorney 940 West Main Street, Suite 102 El Centro, CA 92243	Orange County District Attorney 401 Civic Center Drive West Santa Ana, CA 92701	Tuolumne County District Attorney 423 North Washington Street Sonora, CA 95370
Kern County District Attorney 1215 Truxtun Avenue, 4th Floor Bakersfield, CA 93301	Placer County District Attorney 10810 Justice Center Drive, Suite 240 Roseville, CA 95678	Yuba County District Attorney 215 Fifth Street Marysville, CA 95901

Kings County District Attorney 1400 West Lacey Boulevard Hanford, CA 93230	Plumas County District Attorney 520 Main Street, Room 404 Quincy, CA 95971	Office of the City Attorney, Los Angeles James K. Hahn City Hall East 200 North Main Street, 8th Floor Los Angeles, CA 90012
Lake County District Attorney 255 North Forbes Street Lakeport, CA 95453	San Benito County District Attorney 419 4th Street Hollister, CA 95023	San Bernardino County District Attorney 303 West 3rd Street, 6th Floor San Bernardino, CA 92415-0502
San Diego County District Attorney 330 W. Broadway Street San Diego, CA 92101	Office of the City Attorney, San Jose 200 East Santa Clara Street, 16th Floor San Jose, CA 95113	

## EXHIBIT B

### ELECTRONIC SERVICE

Nancy O'Malley, District Attorney Alameda County District Attorney 7776 Oakport Street, Suite 650 Oakland, CA 94621 CEPDProp65@acgov.org	Paul E. Zellerbach, District Attorney Riverside County 3072 Orange Street Riverside, CA 92501 Prop65@rivcoda.org	Eric J. Dobroth, Deputy District Attorney San Luis Obispo County County Govt Center Annex, 4th Floor San Luis Obispo, CA 93408 edobroth@co.slo.ca.us
Gary Lieberstein District Attorney 931 Parkway Mall Napa, CA 94559 CEPD@countyofnapa.org	Tori Verber Salazar, District Attorney San Joaquin County 222 E. Weber Avenue, Room 202 Stockton, CA 95202 DAConsumer.Environmental@sjcda.org	Stephan R. Passalacqua, District Attorney Sonoma County 600 Administration Dr Sonoma, CA 95403 jbarnes@sonoma-county.org
Gregory Alker, Assistant District Attorney San Francisco County 732 Brannan Street San Francisco, CA 94103 gregory.alker@sfgov.org	Jeffrey S. Rosell, District Attorney Santa Cruz County 701 Ocean Street Santa Cruz, CA 95060 Prop65DA@santacruzcounty.us	Dije Ndreu, Deputy District Attorney Monterey County 1200 Agujito Road Monterey, CA 93940 Prop65DA@co.monterey.ca.us
Yen Dang, Supervising Deputy District Attorney Santa Clara County 70 W Hedding St San Jose, CA 95110 EPU@da.sccgov.org	Jeff W. Reisig, District Attorney Yolo County 301 Second Street Woodland, CA 95695 cfepd@yolocounty.org	Mark Ankorn, Deputy City Attorney City of San Diego 1200 Third Avenue San Diego, CA 92101 CityAttyProp65@sandiego.gov
Gregory D. Totten, District Attorney Ventura County 800 S Victoria Ave Ventura, CA 93009 daspecialops@ventura.org	Michelle Latimer, Program Coordinator Lassen County 220 S. Lassen Street Susanville, CA 96130 mlatimer@co.lassen.ca.us	Christopher Dalbey, Deputy District Attorney Santa Barbara County 1112 Santa Barbara St. Santa Barbara, CA 93101 DAProp65@co.santa-barbara.ca.us
Stacey Grassini, Deputy District Attorney Contra Costa County 900 Ward Street Martinez, CA 94553 sgrassini@contracostada.org	Anne Marie Schubert, District Attorney Sacramento County 901 G Street Sacramento, CA 95814 Prop65@sacda.org	Phillip J. Cline, District Attorney Tulare County 221 S Mooney Blvd Visalia, CA 95370 Prop65@co.tulare.ca.us
Barbara Yook, District Attorney Calaveras County 891 Mountain Ranch Road. San Andreas, CA 95249 Prop65Env@co.calaveras.ca.us	Thomas L. Hardy, District Attorney Inyo County 168 North Edwards Street Independence, CA 93526 inyoda@inyocounty.us	Valerie Lopez, Deputy City Attorney City of San Francisco 1390 Market Street, 7th Floor San Francisco, CA 94102 Valerie.Lopez@sfcityattys.org