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8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SANTA CLARA**

10
11 SAFE PRODUCTS FOR CALIFORNIANS,) No. 18CV336033
LLC,)
12 Plaintiff,) **[PROPOSED] CONSENT JUDGMENT**
13 vs.) (Health & Safety Code § 25249.5, *et seq.*)
14 ROYAL LIFE MEDIA LLC, et al.;)
15 Defendants.)
16
17

18 **1. INTRODUCTION**

19 **1.1 Parties**

20 This Consent Judgment (“Consent Judgment”) is entered into by and between Safe
21 Products for Californians, LLC (“SPFC”) and Grenera Nutrients, Inc. (“Grenera”). SPFC and
22 Royal Life are each referred to individually as a “Party” and collectively as the “Parties.”
23 Defendants Royal Life Media LLC and Royal Life Essentials LLC (collectively “Royal Life”)
24 and Amazon.com, Inc. (“Amazon,” and together with Grenera and Royal Life, collectively
25 referred to as “Defendants”) are intended third-party beneficiaries of this Consent Judgment.

26 **1.2 SPFC**

27 SPFC is a limited liability California company with its principal place of business within
28 the State of California, County of Santa Clara, who seeks to promote awareness of exposures to

1 toxic chemicals, and to improve human health by reducing or eliminating harmful substances
2 contained in consumer and commercial products.

3 **1.3 Grenera**

4 For purposes of this Consent Judgment only, the Parties stipulate, and Grenera does not
5 dispute, that Grenera employs ten or more persons and is a person in the course of doing business
6 for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
7 and Safety Code section 25249.5 *et seq.* (“Proposition 65”).

8 **1.4 General Allegations**

9 SPFC alleges that dietary supplements that Defendants manufacture, import, sell and/or
10 distribute for sale in California cause exposure to lead and lead compounds (hereinafter referred
11 to as “lead”) and that they do so without providing the health hazard warning that SPFC alleges
12 is required by Proposition 65.

13 **1.5 Product Description**

14 The products that are covered by this Consent Judgment are identified as “Royal Life
15 Essentials Moringa Oleifera,” UPC #712038097616, ASIN B01HQKM69Y; “Moringa
16 Powder,” UPC #859803002021, ASIN B015RYJI0G; “Moringa Pineapple Smoothie Mix,” UPC
17 #8907392002136, ASIN B0759NH7KX; “Organic Moringa Choco Smoothie Mix,” UPC
18 #8907392002044, ASIN B06XS1QNMB; “Triphala Powder,” UPC #8907392002068, ASIN
19 B0759SNF96; “Organic Moringa Almond Smoothie Mix,” UPC #8907392002051, ASIN
20 B06XSDQJ5T; “Moringa Mango Smoothie Mix,” UPC #8907392002563, ASIN
21 B0759NPNTX; “Moringa Capsules,” UPC #8907392002457, ASIN B0759B2D3W; “Turmeric
22 Latte Drink Mix,” UPC #8907392004161, ASIN B07J6STNY6; and “Organic Turmeric Root
23 Powder,” UPC #8907392001719, ASIN B06WVMLCQR; that are manufactured, imported,
24 distributed, sold and/or offered for sale by Grenera and/or its customers in the state of California,
25 hereinafter the “Products.”

26 **1.6 Notice of Violation**

27 On or about June 21, 2018 and March 12, 2019, SPFC served Defendants, and certain
28 requisite public enforcement agencies, with a 60-Day Notice of Violation (“Notice”), alleging

1 that Defendants violated Proposition 65 when they failed to warn their customers and consumers
2 in California that the Products expose users to lead and lead compounds. To the best of the
3 Parties' knowledge, no public enforcer has commenced and is diligently prosecuting the
4 allegations set forth in the Notice.

5 **1.7 Complaint**

6 On October 2, 2018, SPFC commenced the instant action for the alleged violations of
7 Proposition 65 that are the subject of the Notice.

8 **1.8 No Admission**

9 Grenera denies the material, factual, and legal allegations contained in the Notice and
10 Complaint, and maintains that all of the products that it has sold or distributed for sale in
11 California, including the Products, have been, and are, in compliance with all laws. Nothing in
12 this Consent Judgment shall be construed as an admission of any fact, finding, conclusion of
13 law, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute
14 or be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation
15 of law, the same being specifically denied by Grenera. This Section shall not, however, diminish
16 or otherwise affect Grenera's obligations, responsibilities, and duties under this Consent
17 Judgment.

18 **1.9 Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
20 jurisdiction over Grenera as to the allegations contained in the Complaint, that venue is proper
21 in the County of Santa Clara, and that the Court has jurisdiction to enter and enforce the
22 provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure
23 section 664.6.

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date
26 that the Court grants the motion for approval of this Consent Judgment contemplated by Section
27 5.

28 //

1 **2. INJUNCTIVE RELIEF**

2 **2.1 Product Removal**

3 As of the Effective Date, Grenera shall be permanently enjoined from manufacturing for
4 sale in the State of California, “Distributing into the State of California,” or directly selling in
5 the State of California, any Covered Products manufactured after the Effective Date which
6 expose a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day,
7 unless it meets the warning requirements under section 2.3.

8 **2.1.1** As used in this Consent Judgment, the term “Distributing into the State of
9 California” shall mean to directly ship a Covered Product into California for sale in California
10 or to sell a Covered Product to a distributor Grenera knows or has reason to know will sell the
11 Covered Products in California.

12 **2.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure Level” shall
13 be measured in micrograms, and shall be calculated using the following formula: micrograms of
14 lead per gram of product, multiplied by grams of product per serving of the product (using the
15 largest serving size appearing on the product label), multiplied by servings of the product per
16 day (using the largest number of recommended daily servings appearing on the label), which
17 equals micrograms of lead exposure per day. If the label contains no recommended daily
18 servings, then the number of recommended daily shall be one.

19 **2.2 Reformulated Covered Products**

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

23 **2.3 Clear and Reasonable Warnings**

24 For any Products directly sold or offered for sale in California by Grenera after the
25 Effective Date that are not Reformulated Covered Products, Grenera shall only sell or offer for
26 sale in California Products accompanied with the following warning:

27 //

28 //

1 **OPTION 1:**

2 “[new Prop 65 symbol] **WARNING:** Consuming this product can expose you to
3 [chemicals including] lead which is [are] known to the State of California to cause [cancer and]
4 birth defects and other reproductive harm. For more information go to:
5 www.P65warnings.CA.gov/food”

6 OR:

7 **OPTION 2:**

8 “[new Prop 65 symbol] **WARNING:** [Cancer and] Reproductive Harm –
9 www.P65Warnings.ca.gov”

10 Grenera shall use the phrase “cancer and” in the Warning if Grenera has reason to believe
11 that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead or if Grenera has
12 reason to believe that another Proposition 65 chemical is present which may require a cancer
13 warning. The words “chemicals including” may be deleted from the warning content if the
14 warning is being provided for an exposure to lead only.

15 The warning provided pursuant to Section 2.3 shall be prominently affixed to or printed
16 upon the container or label of each Product. If the Warning is provided on the label, it must be
17 set off from other surrounding information and enclosed in a box. In addition, for any Product
18 sold over the internet, including but not limited to products sold on Amazon.com, where a
19 California delivery address is indicated, the Warning shall be provided either by including the
20 Warning on the product display page, by otherwise prominently displaying the Warning to the
21 purchaser during the checkout process prior to completing the purchase, or by any other means
22 authorized under Section 25607.1 of Title 27 of the California Code of Regulations. An asterisk
23 or other identifying method must be utilized to identify which products on the checkout page are
24 subject to the Warning.

25 In the event Grenera provides the Warning pursuant to OPTION 2, above, the entire
26 Warning must be in a type size no smaller than the largest size used for other consumer
27 information on the product, and in no case shall the Warning appear in a type size smaller than
28 6-point type. For all Warnings, the word “WARNING” shall be in all capital letters in bold print.

1 No statements intended to or likely to have the effect of diminishing the impact of the Warning
2 on the average lay person shall accompany the Warning. Further, no statements may accompany
3 the Warning that state or imply that the source of the listed chemical has an impact on or results
4 in a less harmful effect of the listed chemical.

5 Grenera must display the above Warning on the Products' packaging, labeling, website
6 or instruction booklet and displayed with such conspicuousness, as compared with other words,
7 statements, or designs as to render it likely to be read and understood by an ordinary individual
8 under customary conditions of purchase or use.

9 **3. MONETARY SETTLEMENT TERMS**

10 **3.1 Payments Pursuant to Health and Safety Code § 25249.7(b)(2)**

11 Pursuant to Health and Safety Code section 25249.7(b), Grenera shall pay civil penalties
12 in the amount of \$1,000.00. The penalty payment shall be allocated according to Health and
13 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 Grenera's
16 penalty payment under this Consent Judgment to OEHHA. On or before August 20, 2019,
17 Grenera shall issue a check payable to "Safe Products for Californians, LLC" in the amount of
18 \$250.00, and a check payable to OEHHA in the amount of \$750.00. These penalty payments
19 shall be delivered to the address listed in Section 3.3 below.

20 **3.2 Reimbursement of Attorneys' Fees and Costs**

21 For all work performed as a result of investigating, bringing this matter to Defendants'
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, Grenera shall reimburse SPFC and its counsel a total of \$23,000.00. The Parties
25 negotiated this resolution of the compensation due to SPFC and its counsel under general
26 contract principles and the private attorney general doctrine codified at California Code of Civil
27 Procedure § 1021.5. Grenera's payment shall be due as follows: \$6,000.00 due by June 20, 2019;
28 \$3,000.00 due by July 22, 2019; \$2,000.00 due by August 20, 2019; \$3,000.00 due by September

1 20, 2019; \$3,000.00 due by October 21, 2019; \$3,000.00 due by November 20, 2019; and
2 \$3,000.00 due by December 20, 2019. Grenera's payments shall be delivered to the address in
3 Section 3.3 in the form of checks payable to "Moore Law Firm, P.C." The reimbursement shall
4 cover all fees and costs incurred by SPFC investigating, bringing this matter to Defendants'
5 attention, litigating, and negotiating a settlement of the matter in the public interest.

6 **3.3 Payment Procedures**

7 The payments pursuant to Sections 3.1 and 3.2 shall be delivered to the following
8 address:

9 Moore Law Firm, P.C.
10 Attn: Proposition 65 (SPFC)
11 332 North Second Street
San Jose, California 95112

12 If for any reason this Consent Judgment is not entered by the Court within one year of
13 the date the Consent Judgment is executed by all Parties, SPFC shall meet and confer with
14 Grenera about mutually agreeable steps the Parties can take to ensure entry of the Consent
15 Judgment. If such steps cannot be agreed between the Parties, SPFC shall promptly return to
16 Grenera any and all monies paid by Grenera herein under Sections 3.1 and 3.2 upon Grenera's
17 written request.

18 **4. CLAIMS COVERED AND RELEASED**

19 **4.1 SPFC's Release of Proposition 65 Claims**

20 SPFC, acting on its own behalf and in the public interest, releases Defendants and their
21 parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees,
22 and attorneys and the predecessors, successors, or assigns of each of them ("Releasees") and
23 each entity to whom Defendants directly or indirectly distribute or sell the Products including,
24 but not limited to, their downstream distributors, wholesalers, customers, retailers, franchisers,
25 cooperative members, licensors and licensees ("Downstream Releasees") for any violations
26 arising under Proposition 65 for unwarned exposures to lead from the Products manufactured,
27 imported, distributed or sold by Defendants prior to the Effective Date, as set forth in the Notice.
28 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition

1 65 by Defendants with respect to the alleged or actual failure to warn about exposures to lead
2 from Products manufactured, sold or distributed for sale by Defendants after the Effective Date.

3 **4.2 SPFC's Individual Release of Claims**

4 SPFC, in its own capacity only and on its own behalf and on behalf of its past and current
5 agents, representatives, attorneys, successors, and/or assignees and *not* in its representative
6 capacity, also provides a release to Defendants, Releasees, and Downstream Releasees, which
7 shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of
8 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and
9 demands of SPFC of any nature, character or kind, whether known or unknown, suspected or
10 unsuspected, arising out of alleged or actual exposures to lead in Products manufactured,
11 imported, distributed or sold by Defendants before the Effective Date.

12 **4.3 Grenera's Release of SPFC**

13 Grenera, on its own behalf and on behalf of its past and current agents, representatives,
14 attorneys, successors and/or assignees, hereby waives any and all claims against SPFC and its
15 attorneys and other representatives, for any and all actions taken or statements made (or those
16 that could have been taken or made) by SPFC and its attorneys and other representatives in the
17 course of investigating claims, seeking to enforce Proposition 65 against it in this matter, or with
18 respect to the Products.

19 **5. COURT APPROVAL**

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

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
9 Products, then Grenera may provide SPFC with written notice of any asserted change in the law,
10 and shall have no further obligations pursuant to this Consent Judgment, with respect to, and to
11 the extent that, the Products are so affected. Nothing in this Consent Judgment shall be
12 interpreted to relieve Grenera from its obligation to comply with any pertinent state or federal
13 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 Grenera:	To SPFC:
20 Grenera Nutrients, Inc.	Moore Law Firm, P.C.
21 655 North Central Avenue, 17 th Floor	Attn: Proposition 65 (SPFC)
22 Glendale, CA 91203	332 North Second Street
	San Jose, California 95112

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

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

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

1 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

4 **11. MODIFICATION**

5 This Consent Judgment may be modified only by: (i) a written agreement of the Parties
6 and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful
7 motion of any Party and the entry of a modified Consent Judgment by the Court thereon.

8 **12. OTHER TERMS**

9 **12.1 No Other Agreements**

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

24 **12.2 Construction**

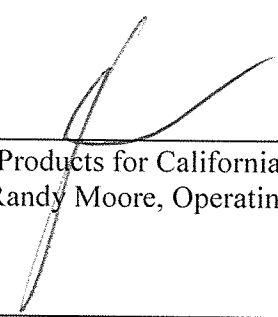
25 The Parties have participated in the preparation of this Consent Judgment and this
26 Consent Judgment is the result of the joint efforts of the Parties. Each Party has had the
27 opportunity to consult counsel with regard to the preparation of this Consent Judgment. This
28 Consent Judgment was subject to revision and modification by the Parties and has been accepted

1 and approved as to its final form by all Parties. Accordingly, any uncertainty or ambiguity
2 existing in this Consent Judgment shall not be interpreted against any Party as a result of the
3 manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees
4 that any statute or rule of construction providing that ambiguities are to be resolved against the
5 drafting Party should not be employed in the interpretation of this Consent Judgment and, in this
6 regard the Parties hereby waive California Civil Code section 1654.

7 **13. AUTHORIZATION**

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

11
12 Dated: 7-1-19



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

13
14
15 Dated: _____

Grenera Nutrients, Inc.
By: _____ (name), _____ (title)

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11
12 Dated: _____

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

13
14
15 Dated: 08/24/2019

S. Senthil Ramesh
Grenera Nutrients, Inc.
By: _____ (name), CEO (title)

Name: SENTHIL RAMESHSUBRAMANIAN