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

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11 SAFE PRODUCTS FOR CALIFORNIANS,) No. 18CV336033
LLC,)
12) **[PROPOSED] CONSENT JUDGMENT**
Plaintiff,) **(FIRST AMENDED)**
13)
vs.)
14) (Health & Safety Code § 25249.5, *et seq.*)
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 “Moringa
15 Powder,” UPC #859803002021, ASIN B015RYJI0G; “Moringa Pineapple Smoothie Mix,” UPC
16 #8907392002136, ASIN B0759NH7KX; “Organic Moringa Choco Smoothie Mix,” UPC
17 #8907392002044, ASIN B06XS1QNMB; “Triphala Powder,” UPC #8907392002068, ASIN
18 B0759SNF96; “Organic Moringa Almond Smoothie Mix,” UPC #8907392002051, ASIN
19 B06XSDQJ5T; “Moringa Mango Smoothie Mix,” UPC #8907392002563, ASIN
20 B0759NPNTX; “Moringa Capsules,” UPC #8907392002457, ASIN B0759B2D3W; “Turmeric
21 Latte Drink Mix,” UPC #8907392004161, ASIN B07J6STNY6; and “Organic Turmeric Root
22 Powder,” UPC #8907392001719, ASIN B06WVMLCQR; that are manufactured, imported,
23 distributed, sold and/or offered for sale by Grenera and/or its customers in the state of California,
24 hereinafter the “Products.”

25 **1.6 Notice of Violation**

26 On or about June 21, 2018 and March 12, 2019, SPFC served Defendants, and certain
27 requisite public enforcement agencies, with a 60-Day Notice of Violation (“Notice”), alleging
28 that Defendants violated Proposition 65 when they failed to warn their customers and consumers

1 in California that the Products expose users to lead and lead compounds. To the best of the
2 Parties' knowledge, no public enforcer has commenced and is diligently prosecuting the
3 allegations set forth in the Notice.

4 **1.7 Complaint**

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

7 **1.8 No Admission**

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

17 **1.9 Jurisdiction**

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

23 **1.10 Effective Date**

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

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OPTION 1:

“[new Prop 65 symbol] **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:

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

Grenera shall use the phrase “cancer and” in the Warning if Grenera has reason to believe that the “Daily Lead Exposure Level” is greater than 15 micrograms of lead or if Grenera 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 lead only.

The warning provided pursuant to Section 2.3 shall be prominently affixed to or printed upon the container or label of each Product. 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 Product sold over the internet, including but not limited to products sold on Amazon.com, 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 must be utilized to identify which products on the checkout page are subject to the Warning.

In the event Grenera 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 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 **2.4 Testing and Quality Control Methodology**

10 **2.4.1** Except as provided in Section 2.4.7, beginning within one year of the
11 Effective Date, Grenera shall arrange for lead testing of the Covered Products that are
12 manufactured after the Effective Date at least once a year for a minimum of three (3) consecutive
13 years by arranging for testing of two (2) randomly selected samples of each of the Covered
14 Products, in the form intended for sale to the end-user, which Grenera intends to sell or is
15 manufacturing for sale in California, directly selling to a consumer in California or "Distributing
16 into the State of California." If tests conducted pursuant to this Section demonstrate that no
17 Warning is required for a Covered Product during each of the three (3) consecutive years, then
18 the testing requirements of this Section will no longer be required as to that Covered Product.
19 However, if during or after the three (3)-year testing period, Grenera changes ingredient
20 suppliers for any of the Covered Products and/or reformulates the Covered Products, Grenera
21 shall test that Covered Product annually for at least two (2) consecutive years after such change
22 is made.

23 **2.4.2** For purposes of measuring the "Daily Lead Exposure Level" the highest
24 lead detection result of the two (2) randomly selected samples of the Covered Products will be
25 controlling.

26 **2.4.3** All testing pursuant to this Agreement shall be performed using a
27 laboratory method that complies with the performance and quality control factors appropriate
28 for the method used, including limit of detection, qualification, accuracy, and precision that

1 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
2 achieving a limit of quantification of less than or equal to 0.010 mg/kg.

3 **2.4.4** All testing pursuant to this Agreement shall be performed by an
4 independent third-party laboratory certified by the California Environmental Laboratory
5 Accreditation Program or an independent third-party laboratory that is registered with the United
6 States Food & Drug Administration.

7 **2.4.5** Nothing in this Agreement shall limit Grenera's ability to conduct, or
8 require that others conduct, additional testing of the Covered Products, including the raw
9 materials used in their manufacture.

10 **2.4.6** Within thirty (30) days of SPFC's written request, Grenera shall deliver
11 lab reports obtained pursuant to Section 2.4, and related documentation, to SPFC. Grenera shall
12 retain all such lab reports and related documentation for a period of two years from the date of
13 each test. Any request by SPFC for lab reports and related documentation shall be made prior to
14 the expiration of the two-year time period identified in this section 2.4.6.

15 **2.4.7** If Grenera conducts a test on a batch of a Covered Product pursuant to
16 Sections 2.4.1 to 2.4.4, Grenera shall not be required to re-test the same batch during the three
17 (3) or two (2) year testing periods identified in Section 2.4.1.

18 **3. MONETARY SETTLEMENT TERMS**

19 **3.1 Payments Pursuant to Health and Safety Code § 25249.7(b)(2)**

20 Pursuant to Health and Safety Code section 25249.7(b), Grenera shall pay civil penalties
21 in the amount of \$1,000.00. The penalty payment shall be allocated according to Health and
22 Safety Code section 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the
23 California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining
24 25% of the penalty paid to SPFC. SPFC's counsel shall be responsible for remitting Grenera's
25 penalty payment under this Consent Judgment to OEHHA. On or before August 20, 2019,
26 Grenera shall issue a check payable to "Safe Products for Californians, LLC" in the amount of
27 \$250.00, and a check payable to OEHHA in the amount of \$750.00. These penalty payments
28 shall be delivered to the address listed in Section 3.3 below.

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3.2 Reimbursement of Attorneys’ Fees and Costs

For all work performed as a result of investigating, bringing this matter to Defendants’ attention and negotiating a settlement in the public interest through the mutual execution of this Consent Judgment and the Court’s approval of the same, but exclusive of fees and costs on appeal, if any, Grenera shall reimburse SPFC and its counsel a total of \$23,000.00. The Parties negotiated this resolution of the compensation due to SPFC and its counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5. Grenera’s payment shall be due as follows: \$6,000.00 due by June 20, 2019; \$3,000.00 due by July 22, 2019; \$2,000.00 due by August 20, 2019; \$3,000.00 due by September 20, 2019; \$3,000.00 due by October 21, 2019; \$3,000.00 due by November 20, 2019; and \$3,000.00 due by December 20, 2019. Grenera’s payments shall be delivered to the address in Section 3.3 in the form of checks payable to “Moore Law Firm, P.C.” The reimbursement shall cover all fees and costs incurred by SPFC investigating, bringing this matter to Defendants’ attention, litigating, and negotiating a settlement of the matter in the public interest.

3.3 Payment Procedures

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

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

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

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1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 SPFC's Release of Proposition 65 Claims**

3 SPFC, acting on its own behalf and in the public interest, releases Defendants and their
4 parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees,
5 and attorneys and the predecessors, successors, or assigns of each of them ("Releasees") and
6 each entity to whom Defendants directly or indirectly distribute or sell the Products including,
7 but not limited to, their downstream distributors, wholesalers, customers, retailers, franchisers,
8 cooperative members, licensors and licensees ("Downstream Releasees") for any violations
9 arising under Proposition 65 for unwarned exposures to lead from the Products manufactured,
10 imported, distributed or sold by Defendants prior to the Effective Date, as set forth in the Notice.
11 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition
12 65 by Defendants with respect to the alleged or actual failure to warn about exposures to lead
13 from Products manufactured, sold or distributed for sale by Defendants after the Effective Date.

14 **4.2 SPFC's Individual Release of Claims**

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

23 **4.3 Grenera's Release of SPFC**

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

3 **5. COURT APPROVAL**

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

13 **6. SEVERABILITY**

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

17 **7. GOVERNING LAW**

18 The terms of this Consent Judgment shall be governed by the laws of the State of
19 California and apply within the State of California. In the event that Proposition 65 is repealed,
20 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the
21 Products, then Grenera may provide SPFC with written notice of any asserted change in the law,
22 and shall have no further obligations pursuant to this Consent Judgment, with respect to, and to
23 the extent that, the Products are so affected. Nothing in this Consent Judgment shall be
24 interpreted to relieve Grenera from its obligation to comply with any pertinent state or federal
25 law or regulation.

26 **8. NOTICE**

27 Unless specified herein, all correspondence and notice required by this Consent
28 Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class registered or

1 certified mail, return receipt requested; or (iii) a recognized overnight courier to any Party by the
2 other at the following addresses:

3 To Grenera:

4 Grenera Nutrients, Inc.
5 655 North Central Avenue, 17th Floor
6 Glendale, CA 91203

To SPFC:

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

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

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

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

13 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

16 **11. MODIFICATION**

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

20 **12. ENFORCEMENT**

21 **12.1** This Court shall retain jurisdiction of this matter to enforce this Consent
22 Judgment.

23 **12.2** If SPFC alleges that any Covered Product fails to qualify as a Reformulated
24 Covered Product (for which SPFC alleges that no Warning has been provided), the SPFC shall
25 inform Grenera in writing in a reasonably prompt manner, which writing shall include SPFC's
26 test results, including such additional written information sufficient to permit Grenera to identify
27 the Covered Products at issue. Grenera shall, within 30 days following such notice, provide
28 SPFC with testing information, meeting the requirements of sections 2.4.3 and 2.4.4,

1 demonstrating Grenera's contention that the Covered Product qualifies as a Reformulated
2 Covered Product. The Parties shall first attempt to resolve the matter prior to SPC taking any
3 further legal action.

4 **12.3** SPFC may, by motion or order to show cause before the Superior Court of Santa
5 Clara County, enforce the terms and conditions contained in this Consent Judgment. In any
6 action brought by SPFC to enforce this Consent Judgment, SPFC may seek whatever fines, costs,
7 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
8 To the extent the failure to comply with the Consent Judgment constitutes a violation of
9 Proposition 65 or other laws, SPFC shall not be limited to enforcement of this Consent Judgment,
10 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by
11 law for failure to comply with Proposition 65 or other laws. Specifically, the Parties stipulate
12 that, if an enforcement action is required and SPFC prevails in such action, Grenera will be
13 required to pay civil penalties of \$2,500 per retail unit of Covered Product sold in violation of
14 this Consent Judgment.

15 **13. OTHER TERMS**

16 **13.1 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 Grenera might have
2 against any other party.


3 **13.2 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 **14. 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: Dec 2, 2019


KR Moore (Dec 2, 2019)
Safe Products for Californians, LLC
By: Randy Moore, Operating Manager

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22 Dated: _____

Grenera Nutrients, Inc.
By: Senthil Rameshsubramanian, CEO

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25 **IT IS SO ORDERED.**

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27 Dated: _____

JUDGE OF THE SUPERIOR COURT

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17 Consent Judgment.

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19 Dated: _____

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

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22 Dated: 12/02/2019

S. Senthil Ramesh
Grenera Nutrients, Inc.
By: Senthil Rameshsubramanian, CEO

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25 **IT IS SO ORDERED.**

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27 Dated: _____

JUDGE OF THE SUPERIOR COURT

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