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15 Logistics, LLC

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF ALAMEDA**

18 **ENVIRONMENTAL RESEARCH**
19 **CENTER, INC., a California non-profit**
20 **corporation,**

21 **Plaintiff,**

22 **vs.**

23 **PRUVIT VENTURES, INC.; LACORE**
24 **ENTERPRISES, LLC; LACORE**
25 **NUTRACEUTICALS, INC.; LACORE**
26 **LABS, INC.; LACORE LOGISTICS, LLC;**
27 **and DOES 1-100,**

28 **Defendants.**

CASE NO. RG20070991

STIPULATED CONSENT
JUDGMENT

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

Action Filed: August 17, 2020

Trial Date: None set

1. INTRODUCTION

1.1 On August 17, 2020, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit 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 pursuant to the provisions of California Health and Safety Code section 25249.5, *et seq.* ("Proposition 65"),

1 against Pruvit Ventures, Inc., LaCore Enterprises, LLC, LaCore Nutraceuticals, Inc., LaCore
2 Labs, Inc., and LaCore Logistics, LLC (collectively "Pruvit Ventures") and Does 1-100.
3 Subsequently, on September 18, 2020, a First Amended Complaint was filed. On March 23,
4 2021, a Second Amended Complaint was filed, and on September 20, 2021, a Third Amended
5 Complaint was filed (hereinafter referred to as the operative "Complaint"). In this action, ERC
6 alleges that a number of products manufactured, distributed, or sold by Pruvit Ventures contain
7 lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose
8 consumers to this chemical at a level requiring a Proposition 65 warning. These products
9 (referred to hereinafter individually as a "Covered Product" or collectively as "Covered
10 Products") are: (1) KETO//OS NAT Pure Therapeutic Ketones Swiss Cacao, (2) KETO//OS
11 NAT Pure Therapeutic Ketones Lime Time, (3) Keto//OS NAT Pure Therapeutic Ketones
12 Maui Punch, (4) Keto//OS NAT Pure Therapeutic Ketones Raspberry Lemonade, (5) Keto//OS
13 NAT Pure Therapeutic Ketones Splash, (6) Keto//OS NAT Pure Therapeutic Ketones Heart
14 Tart, (7) Keto//OS NAT Pure Therapeutic Ketones Caffeine Free Heart Tart, (8) KETO//OS
15 NAT Pure Therapeutic Ketones Trü Passion Caffeine Free, (9) KETO//OS NAT Pure
16 Therapeutic Ketones Caffeine Free Lime Time, (10) KETO//OS NAT Pure Therapeutic
17 Ketones Trü Passion Charged, (11) KETO//OS NAT Pure Therapeutic Ketones Caffeine Free
18 Maui Punch, (12) KETO//OS NAT Pure Therapeutic Ketones Splash Caffeine Free, and (13)
19 KETO//OS NAT Pure Therapeutic Ketones Raspberry Lemonade Caffeine Free.

20 **1.2** ERC and Pruvit Ventures are hereinafter referred to individually as a "Party" or
21 collectively as the "Parties."

22 **1.3** ERC is a 501(c)(3) California non-profit corporation dedicated to, among other
23 causes, helping safeguard the public from health hazards by reducing the use and misuse of
24 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
25 and encouraging corporate responsibility.

26 **1.4** For purposes of this Consent Judgment, the Parties agree that each defendant is a
27 business entity, each of which has employed 10 or more persons at all times relevant to this
28 action, and qualifies as a "person in the course of doing business" within the meaning of

1 Proposition 65. Pruvit Ventures manufactures, distributes, and/or sells the Covered Products.

2 **1.5** The Complaint is based on allegations contained in ERC's Notices of Violation
3 dated June 5, 2020, July 2, 2020, December 22, 2020, and March 9, 2021 that were served on
4 the California Attorney General, other public enforcers, and Pruvit Ventures ("Notices"). True
5 and correct copies of the 60-Day Notices dated June 5, 2020, July 2, 2020, December 22, 2020
6 and March 9, 2021 are attached hereto as **Exhibits A, B, C, and D** respectively and each is
7 incorporated herein by reference. More than 60 days have passed since the Notices were served
8 on the Attorney General, public enforcers, and Pruvit Ventures and no designated
9 governmental entity has filed a Complaint against Pruvit Ventures with regard to the Covered
10 Products or the alleged violations.

11 **1.6** ERC's Notices and Complaint allege that use of the Covered Products by
12 California consumers exposes them to lead without first receiving clear and reasonable
13 warnings from Pruvit Ventures, which is in violation of California Health and Safety Code
14 section 25249.6. Pruvit Ventures denies all material allegations contained in the Notices and
15 Complaint.

16 **1.7** The Parties have entered into this Consent Judgment in order to settle,
17 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
18 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute
19 or be construed as an admission by any of the Parties or by any of their respective officers,
20 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
21 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,
22 issue of law, or violation of law.

23 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
24 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in
25 any current or future legal proceeding unrelated to these proceedings.

26 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered
27 as a Judgment by this Court.

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1 **2. JURISDICTION AND VENUE**

2 For purposes of this Consent Judgment and any further court action that may become
3 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
4 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
5 over Pruvit Ventures as to the acts alleged in the Complaint, that venue is proper in Alameda
6 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
7 resolution of all claims up through and including the Effective Date that were or could have been
8 asserted in this action based on the facts alleged in the Notices and Complaint.

9 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING, AND WARNINGS**

10 **3.1** Beginning on the Effective Date, Pruvit Ventures shall be permanently enjoined
11 from manufacturing for sale in the State of California; “[d]istributing into the State of
12 California”; or directly selling in the State of California, any Covered Products that expose a
13 person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per day unless it
14 meets the warning requirements under Section 3.2.

15 **3.1.1** As used in this Consent Judgment, the term “Distributing into the State
16 of California” shall mean to directly ship a Covered Product into California for sale in
17 California or to sell a Covered Product to a distributor that Pruvit Ventures knows or has
18 reason to know will sell the Covered Product in California.

19 **3.1.2** For purposes of this Consent Judgment, the Daily Lead Exposure Level
20 shall be measured in micrograms, and shall be calculated using the following formula:
21 micrograms of lead per gram of product, multiplied by grams of product per serving of the
22 product (using the largest serving size appearing on the product label), multiplied by servings
23 of the product per day (using the largest number of recommended daily servings appearing on
24 the label), which equals micrograms of lead exposure per day. If the label contains no
25 recommended daily servings, then the number of recommended daily servings shall be one.

26 **3.2 Clear and Reasonable Warnings**

27 If Pruvit Ventures is required to provide a warning pursuant to Section 3.1, the following
28 warning must be utilized (“Warning”):

