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7 Attorney for Plaintiff
8 ENVIRONMENTAL RESEARCH CENTER, INC.

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15 Attorney for Defendants
16 EVERLY HEALTH, INC.; EVERLY WELL, INC.; and BABY
17 SOMEDAY, INC., individually and dba NATALIST

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF ALAMEDA**

20 **ENVIRONMENTAL RESEARCH**
21 **CENTER, INC., a California non-profit**
22 **corporation**

23 **Plaintiff,**

24 **vs.**

25 **EVERLY HEALTH, INC.; EVERLY**
26 **WELL, INC.; BABY SOMEDAY, INC.,**
27 **individually and dba NATALIST; and**
28 **DOES 1-100**

Defendants.

CASE NO. 22CV010634

STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: April 29, 2022

Trial Date: None set

1. INTRODUCTION

1.1 On April 29, 2022, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, initiated this action by

1 filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”)
2 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*
3 (“Proposition 65”), against Defendants Everly Health, Inc., Everly Well, Inc., and Baby
4 Someday, Inc., individually and dba Natalist (collectively “Natalist”) and Does 1-100. In this
5 action, ERC alleges that one of the products manufactured, distributed, or sold by Natalist
6 contains lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin,
7 and exposes consumers to this chemical at a level requiring a Proposition 65 warning. This
8 product (referred to hereinafter individually as the “Covered Product”) is: Nātalist Psyllium
9 Husk Fiber.

10 **1.2** ERC and Natalist are hereinafter referred to individually as a “Party” or
11 collectively as the “Parties.”

12 **1.3** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other
13 causes, helping safeguard the public from health hazards by reducing the use and misuse of
14 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
15 and encouraging corporate responsibility.

16 **1.4** For purposes of this Consent Judgment, the Parties agree that Natalist qualifies as
17 a “person in the course of doing business” within the meaning of Proposition 65. Natalist
18 manufactures, distributes, and/or sells the Covered Product.

19 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
20 dated February 17, 2022, that was served on the California Attorney General, other public
21 enforcers, and Natalist (“Notice”). A true and correct copy of the Notice is attached hereto as
22 ***Exhibit A*** and incorporated herein by reference. More than 60 days have passed since the
23 Notice was served on the Attorney General, public enforcers, and Natalist and no designated
24 governmental entity has filed a Complaint against Natalist with regard to the Covered Product
25 or the alleged violations.

26 **1.6** Upon receipt of the Notice, Natalist asserts that it promptly took steps to block
27 California purchases of the Covered Product (beginning on February 25, 2022) until it could
28 place a Proposition 65 warning on the Covered Product label and the Natalist website, which it

1 asserts that it did on March 2, 2022.

2 **1.7** ERC's Notice and Complaint allege that use of the Covered Product before
3 February 25, 2022 by California consumers exposed them to lead without first receiving clear
4 and reasonable warnings from Natalist, which is in violation of California Health and Safety
5 Code section 25249.6. Natalist denies all material allegations contained in the Notice and
6 Complaint.

7 **1.8** The Parties have entered into this Consent Judgment in order to settle,
8 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
9 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute
10 or be construed as an admission by any of the Parties or by any of their respective officers,
11 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
12 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,
13 issue of law, or violation of law.

14 **1.9** Except as expressly set forth herein, nothing in this Consent Judgment shall
15 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in
16 any current or future legal proceeding unrelated to these proceedings.

17 **1.10** The Effective Date of this Consent Judgment is the date on which it is entered
18 as a Judgment by this Court.

19 **2. JURISDICTION AND VENUE**

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

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

28 **3.1** Beginning on the Effective Date, Natalist shall be permanently enjoined from

1 manufacturing for sale in the State of California, "Distributing into the State of California," or
2 directly selling in the State of California, any Covered Product that exposes a person to a
3 "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it meets the
4 warning requirements under Section 3.2.

5 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State
6 of California" shall mean to directly ship a Covered Product into California for sale in
7 California or to sell a Covered Product to a distributor that Natalist knows will sell the Covered
8 Product in California.

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

16 **3.2 Clear and Reasonable Warnings**

17 If Natalist is required to provide a warning pursuant to Section 3.1, the following warning
18 must be utilized ("Warning"), unless the Proposition 65 warning regulations are amended to
19 require a different warning applicable to the Covered Product, in which case Natalist shall provide
20 a warning as required by such amended regulations:

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

23 Natalist shall use the phrase "cancer and" in the Warning if Natalist has reason to believe
24 that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined
25 pursuant to the exposure methodology set forth in Section 3.1.2 and the quality control
26 methodology set forth in Section 3.4, or if Natalist otherwise decides to include "cancer" in its
27 Warning for lead, or if Natalist has reason to believe that another Proposition 65 listed chemical is
28 present which may require a cancer warning.

1 The Warning shall be securely affixed to or printed upon the label of each Covered
2 Product and it must be set off from other surrounding information and enclosed in a box. In
3 addition, for any Covered Product sold over the internet, the Warning or a clearly marked
4 hyperlink using the word “WARNING” shall appear on the Covered Product’s primary
5 display page, or shall otherwise be prominently displayed to the purchaser prior to completing
6 the purchase. If the Warning is provided via a clearly marked hyperlink, the word
7 “WARNING” shall be in all capital and bold letters, and the hyperlink shall go directly to a
8 page prominently displaying the Warning without content that contradicts or undermines the
9 Warning. For purposes of this Consent Judgment, a Warning on a website is not prominently
10 displayed if the purchaser must search for it in the general content of the website.

11 The Warning shall be at least the same size as the largest of any other health or safety
12 warnings also appearing on the website or on the label and the word “WARNING” shall be in
13 all capital letters and in bold print.

14 Natalist must display the above Warning with such conspicuousness, as compared with
15 other words, statements or designs on the label, or on its website, if applicable, to render the
16 Warning likely to be read and understood by an ordinary individual under customary
17 conditions of purchase or use of the product. The Warning may include supplemental
18 information only to the extent that the supplemental information identifies the source of the
19 exposure or provides information on how to avoid or reduce exposure to the identified
20 chemical or chemicals.

21 For purposes of this Consent Judgment, the term “label” means a display of written,
22 printed or graphic material that is printed on or affixed to a Covered Product or its immediate
23 container or wrapper.

24 **3.3 Conforming Covered Products**

25 A Conforming Covered Product is a Covered Product for which the “Daily Lead
26 Exposure Level” is no greater than 0.5 micrograms of lead per day as determined by the
27 exposure methodology set forth in Section 3.1.2 and the quality control methodology described
28 in Section 3.4, and that is not known by Natalist to contain other listed chemicals exposure to

1 which exceed Proposition 65's safe harbor thresholds.

2 **3.4 Testing and Quality Control Methodology**

3 **3.4.1** The testing and reporting requirements of this Section 3.4 do not apply to
4 any Covered Product for which Natalist is providing a Warning, continuously and without
5 interruption from the Effective Date, pursuant to Section 3.2 of this Consent Judgment. In the
6 event a Warning is provided after the Effective Date but Natalist thereafter ceases to provide the
7 Warning, the testing and reporting requirements of this Section 3.4 shall apply, unless Natalist
8 can show that the cessation in providing the Warning was a temporary error that was resolved
9 when discovered. In any event, the testing and reporting requirements shall cease to apply to the
10 Covered Product three (3) years after the Effective Date.

11 **3.4.2** If, within three (3) years after the Effective Date of this Consent
12 Judgment, Natalist ceases to provide the Warning for the Covered Product for any reason,
13 including if Natalist changes ingredient suppliers for the Covered Product and/or reformulates
14 the Covered Product in any manner that may affect the lead concentration, then no later than
15 thirty (30) days after the date that Natalist ceases to provide the Warning, and twelve (12)
16 months thereafter, Natalist shall provide to ERC test results from three (3) randomly selected
17 samples of the Covered Product, in the form intended for sale to the end-user, which Natalist
18 intends to sell or is manufacturing for sale in California, directly selling to a consumer in
19 California, or "Distributing into the State of California." If tests conducted pursuant to this
20 Section demonstrate that no Warning is required for the Covered Product during each of the two
21 sampling events, then the testing requirements of this Section will no longer be required as to the
22 Covered Product.

23 **3.4.3** For purposes of measuring the "Daily Lead Exposure Level," the highest
24 lead detection result of the three (3) randomly selected samples of the Covered Product will be
25 controlling.

26 **3.4.4** All testing pursuant to this Consent Judgment shall be performed using a
27 laboratory method that complies with the performance and quality control factors appropriate for
28

1 the method used, including limit of detection and limit of quantification, sensitivity, accuracy
2 and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry
3 (“ICP-MS”) achieving a limit of quantification for lead that is low enough to determine whether
4 the “Daily Lead Exposure Level” to lead in the Covered Product is not more than 0.5
5 micrograms of lead per day.

6 **3.4.5** All testing pursuant to this Consent Judgment shall be performed by an
7 independent third-party laboratory certified by the State of California or accredited by the State
8 of California, a federal agency, the National Environmental Laboratory Accreditation Program,
9 or similar nationally recognized accrediting organization.

10 **3.4.6** Nothing in this Consent Judgment shall limit Natalist’s ability to conduct,
11 or require that others conduct, additional testing of the Covered Product, including the raw
12 materials used in its manufacture.

13 **3.4.7** Within thirty (30) days of ERC’s written request, Natalist shall deliver
14 lab reports obtained pursuant to this Section 3.4 to ERC. Natalist shall retain all test results
15 and documentation for a period of five years from the date of each test.

16 **4. SETTLEMENT PAYMENT**

17 **4.1** In full satisfaction of all potential civil penalties, attorney’s fees, and costs,
18 Natalist shall make a total payment of Twenty-Five Thousand Dollars (\$25,000.00) (“Total
19 Settlement Amount”) to ERC within ten (10) days of the Effective Date (“Due Date”). Natalist
20 shall make this payment by wire transfer to ERC’s account, for which ERC will give Natalist
21 the necessary account information. The Total Settlement Amount shall be apportioned as
22 follows:

23 **4.2** \$2,150.00 shall be considered a civil penalty pursuant to California Health
24 and Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$1,612.50) of the civil penalty
25 to the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
26 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
27 Code section 25249.12(c). ERC will retain the remaining 25% (\$537.50) of the civil penalty.

28 **4.3** \$1,640.32 shall be distributed to ERC as reimbursement to ERC for

1 reasonable costs incurred in bringing this action.

2 **4.4** \$11,450.00 shall be distributed to Michael Freund as reimbursement of
3 ERC's attorney fees, while \$9,759.68 shall be distributed to ERC for its in-house legal fees.
4 Except as explicitly provided herein, each Party shall bear its own fees and costs.

5 **4.5** In the event that Natalist fails to remit the Total Settlement Amount owed under
6 Section 4 of this Consent Judgment on or before the Due Date, Natalist shall be deemed to be
7 in material breach of its obligations under this Consent Judgment. ERC shall provide written
8 notice of the delinquency to Natalist via electronic mail. If Natalist fails to deliver the Total
9 Settlement Amount within five (5) days from the written notice, the Total Settlement Amount
10 shall accrue interest at the statutory judgment interest rate provided in the California Code of
11 Civil Procedure section 685.010. Additionally, Natalist agrees to pay ERC's reasonable
12 attorney's fees and costs for any efforts to collect the payment due under this Consent
13 Judgment.

14 **5. MODIFICATION OF CONSENT JUDGMENT**

15 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by
16 written stipulation of the Parties and upon entry by the Court of a modified consent judgment
17 or (ii) by motion of either Party pursuant to Section 5.2 and upon entry by the Court of a
18 modified consent judgment.

19 **5.2** If Natalist seeks to modify this Consent Judgment under Section 5.1, then
20 Natalist must first provide written notice to ERC of its intent ("Notice of Intent"). If ERC
21 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC
22 must provide written notice to Natalist within thirty (30) days of receiving the Notice of Intent.
23 If ERC notifies Natalist in a timely manner of ERC's intent to meet and confer, then the Parties
24 shall meet and confer in good faith as required in this Section. The Parties shall meet in person
25 or via telephone within thirty (30) days of ERC's notification of its intent to meet and confer.
26 Within thirty (30) days of such meeting, if ERC disputes the proposed modification, ERC shall
27 provide to Natalist a written basis for its position. The Parties shall continue to meet and
28 confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should

1 it become necessary, the Parties may agree in writing to different deadlines for the meet-and-
2 confer period. If the Parties reach agreement on the modification, they may file a stipulation or
3 joint motion with the Court to modify this Consent Judgment.

4 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
5 **JUDGMENT**

6 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or
7 terminate this Consent Judgment.

8 **6.2** If ERC alleges that any Covered Product fails to qualify as a Conforming
9 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall
10 inform Natalist in a reasonably prompt manner of its test results supporting its contention that a
11 Warning is still required, including information sufficient to permit Natalist to identify the
12 Covered Product at issue. Natalist shall, within thirty (30) days following such notice, either
13 provide a Warning for the Covered Product or provide ERC with additional testing
14 information, from an independent third-party laboratory meeting the requirements of Sections
15 3.4.4 and 3.4.5, demonstrating Natalist's compliance with the Consent Judgment. The Parties
16 shall first attempt to resolve the matter, and ERC shall provide Natalist with a reasonable
17 opportunity to cure, prior to ERC seeking to enforce this Consent Judgment or taking any
18 further legal action.

19 **7. APPLICATION OF CONSENT JUDGMENT**

20 This Consent Judgment applies to, is binding upon, and benefits the Parties and their
21 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
22 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
23 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
24 application to any Covered Product that is distributed or sold exclusively outside the State of
25 California and that is not used by California consumers.

26 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

27 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
28 on behalf of itself and in the public interest, and Natalist and its respective officers, directors,

1 shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
2 franchisees, licensees, customers (not including private label customers of Natalist),
3 distributors, wholesalers, retailers, and all other upstream and downstream entities in the
4 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
5 of them (collectively, "Released Parties").

6 **8.2** ERC, acting in the public interest, releases the Released Parties from any
7 and all claims for violations of Proposition 65 up through the Effective Date based on exposure
8 to lead from the Covered Product as set forth in the Notice of Violation. ERC, on behalf of
9 itself only, hereby fully releases and discharges the Released Parties from any and all claims,
10 actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and
11 expenses asserted, or that could have been asserted, with regard to the handling, use, or
12 consumption of the Covered Product, as to any alleged violation of Proposition 65 or its
13 implementing regulations arising from the failure to provide Proposition 65 warnings on the
14 Covered Product regarding lead up through and including the Effective Date.

15 **8.3** ERC on its own behalf only, and Natalist on its own behalf only, further
16 waive and release any and all claims they may have against each other for all actions or
17 statements made or undertaken in the course of seeking or opposing enforcement of
18 Proposition 65 in connection with the Notice and Complaint up through and including the
19 Effective Date, provided, however, that nothing in this Section 8 shall affect or limit any
20 Party's right to seek to enforce the terms of this Consent Judgment.

21 **8.4** It is possible that other claims not known to the Parties, arising out of the
22 facts alleged in the Notice and Complaint, and relating to the Covered Product, will develop or
23 be discovered. ERC on behalf of itself only, and Natalist on behalf of itself only, acknowledge
24 that this Consent Judgment is expressly intended to cover and include all such claims up
25 through and including the Effective Date, including all rights of action therefor. ERC and
26 Natalist acknowledge that the claims released in Sections 8.2 and 8.3 above may include
27 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such
28 unknown claims. California Civil Code section 1542 reads as follows:

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

5 ERC on behalf of itself only, and Natalist on behalf of itself only, acknowledge and understand
6 the significance and consequences of this specific waiver of California Civil Code section
7 1542.

8 **8.5** Compliance with the terms of this Consent Judgment shall be deemed to
9 constitute compliance with Proposition 65 by all of the Released Parties regarding alleged
10 exposures to lead in the Covered Product as set forth in the Notice and Complaint.

11 **8.6** Nothing in this Consent Judgment is intended to apply to any occupational
12 or environmental exposures arising under Proposition 65, nor shall it apply to any of Natalist's
13 products other than the Covered Product.

14 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

18 **10. GOVERNING LAW**

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

21 **11. PROVISION OF NOTICE**

22 All notices required to be given to either Party to this Consent Judgment by the other shall
23 be in writing and sent to the following agents listed below via first-class mail or via electronic
24 mail where required. Courtesy copies via email may also be sent.

25 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

26 Chris Heptinstall, Executive Director, Environmental Research Center
27 3111 Camino Del Rio North, Suite 400
28 San Diego, CA 92108
Ph: (619) 500-3090
Email: chris.heptinstall@erc501c3.org

1 With a copy to:
2 Michael Freund
3 Michael Freund & Associates
4 1919 Addison Street, Suite 105
5 Berkeley, CA 94704
6 Telephone: (510) 540-1992
7 Email: freund1@aol.com

**FOR EVERLY HEALTH, INC.; EVERLY WELL, INC.; BABY SOMEDAY, INC.,
individually and dba NATALIST:**

7 Jacob Wolf
8 823 Congress Ave, STE 1200
9 Austin, TX 78701
10 Telephone: (781) 801-6910
11 Email: jwolf@everlyhealth.com

11 With a copy to:
12 Thomas M. Donnelly
13 Jones Day
14 555 California St, 26th Fl
15 San Francisco, CA 94104
16 Telephone: (415) 875-5880
17 Email: tmdonnelly@jonesday.com

12. COURT APPROVAL

17 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
18 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
19 Consent Judgment.

20 **12.2** If the California Attorney General objects to any term in this Consent
21 Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner, and
22 if possible prior to the hearing on the motion.

23 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
24 void and have no force or effect.

25 13. EXECUTION AND COUNTERPARTS

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

1 **14. DRAFTING**

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

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

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

15 **16. ENFORCEMENT**

16 ERC may, by motion or order to show cause before the Superior Court of Alameda
17 County, enforce the terms and conditions contained in this Consent Judgment. In any action
18 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
19 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
20 To the extent the failure to comply with the Consent Judgment constitutes a violation of
21 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent
22 Judgment, but may seek in another action whatever fines, costs, penalties, or remedies as are
23 provided by law for failure to comply with Proposition 65 or other laws.

24 **17. ENTIRE AGREEMENT, AUTHORIZATION**

25 **17.1** This Consent Judgment contains the sole and entire agreement and
26 understanding of the Parties with respect to the entire subject matter herein, including any and
27 all prior discussions, negotiations, commitments, and understandings related thereto. No
28 representations, oral or otherwise, express or implied, other than those contained herein have

1 been made by any Party. No other agreements, oral or otherwise, unless specifically referred
2 to herein, shall be deemed to exist or to bind any Party.

3 17.2 Each signatory to this Consent Judgment certifies that he or she is fully
4 authorized by the Party he or she represents to stipulate to this Consent Judgment.

5 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
6 **CONSENT JUDGMENT**

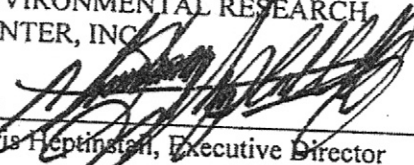
7 This Consent Judgment has come before the Court upon the request of the Parties. The
8 Parties request the Court to fully review this Consent Judgment and, being fully informed
9 regarding the matters which are the subject of this action, to:

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

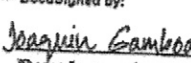
13 (2) Make the findings pursuant to California Health and Safety Code section
14 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

15 **IT IS SO STIPULATED:**

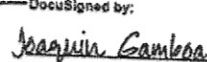
16 Dated: 5/9/, 2022

ENVIRONMENTAL RESEARCH
CENTER, INC.
By: 
Chris Heptinstaff, Executive Director

20 Dated: May 7, 2022

EVERLY HEALTH, INC.
DocuSigned by:

By: Joaquin Gamboa
Its: Chief Legal Officer

24 Dated: May 7, 2022

EVERLY WELL, INC.
DocuSigned by:

By: Joaquin Gamboa
Its: Chief Legal Officer

28

1 Dated: May 7, 2022

BABY SOMEDAY, INC., individually and
dba NATALIST

DocuSigned by:

Joaquin Gamboa

By: Joaquin Gamboa

Its: Chief Legal Officer

6 **APPROVED AS TO FORM:**

8 Dated: May 10, 2022

MICHAEL FREUND & ASSOCIATES

By: 

Michael Freund

Attorney for Plaintiff Environmental
Research Center, Inc.

13 Dated: May 9, 2022

JONES DAY

By: 

Thomas M. Donnelly

Attorney for Everly Health, Inc.,
Everly Well, Inc.,

and Baby Someday, Inc., individually and
dba Natalist

1 **ORDER AND JUDGMENT**

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

4 IT IS SO ORDERED, ADJUDGED AND DECREED.

5 Dated: _____, 2022

6 _____
7 Judge of the Superior Court
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EXHIBIT A

Michael Freund & Associates

1919 Addison Street, Suite 105
Berkeley, CA 94704
Voice: 510.540.1992 • Fax: 510.371.0885

Michael Freund, Esq.

February 17, 2022

**NOTICE OF VIOLATION OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center, Inc. ("ERC"), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the product identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with this product. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Health and Safety Code Section 25249.7(d), ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with this letter served to the alleged Violators identified below.

Alleged Violators. The names of the companies covered by this notice that violated Proposition 65 (hereinafter the "Violators") are:

Everly Health, Inc., individually and dba Everly Well and Natalist

Everly Well, Inc., individually and dba Natalist

Baby Someday, Inc., individually and dba Natalist

Consumer Product and Listed Chemical. The product that is the subject of this notice and the chemical in that product identified as exceeding allowable levels is:

Natalist Psyllium Husk Fiber - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the recommended use of this product. Consequently, the route of exposure to this chemical has been and continues to be through ingestion.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least February 17, 2019, as well as every day since the product was introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until this known toxic chemical is either removed from or reduced to allowable levels in the product. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemical. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because they failed to provide persons ingesting this product with appropriate warnings that they are being exposed to this chemical.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified product so as to eliminate further exposures to the identified chemical, or provide appropriate warnings on the labels of this product; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above product in the last three years. Such a resolution will prevent further unwarned consumer exposures to the identified chemical, as well as an expensive and time-consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violation to my attention at the law office address and telephone number indicated on the letterhead or at freund1@aol.com.**

Sincerely,



Michael Freund

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Everly Health, Inc., individually and dba Everly Well and Natalist; Everly Well, Inc., individually and dba Natalist; and Baby Someday, Inc., individually and dba Natalist and their Registered Agents for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by Everly Health, Inc., individually and dba Everly Well and Natalist; Everly Well, Inc., individually and dba Natalist; and Baby Someday, Inc., individually and dba Natalist

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged that the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the notice.

4. Based on the information obtained through those consultants, and on 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 that 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. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.



Michael Freund

Dated: February 17, 2022

CERTIFICATE OF SERVICE PURSUANT TO 27 CCR § 25903

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States and over the age of 18 years of age. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On February 17, 2022, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATION OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Everly Health, Inc., individually and dba
Everly Well and Natalist; Everly Well, Inc.,
individually and dba Natalist; and Baby
Someday, Inc., individually and dba Natalist
295 Seven Farms Dr, Ste C-148
Daniel Island, SC 29492

Halle Martello
(Registered Agent for Baby Someday, Inc.,
individually and dba Natalist)
c/o Fuzzo Inc.
141 Spring St
Charleston, SC 29403

Current President or CEO
Everly Health, Inc., individually and dba
Everly Well and Natalist; Everly Well, Inc.,
individually and dba Natalist
823 Congress Ave, Ste 1200
Austin, TX 78701

Corporation Service Company
(Registered Agent for Baby Someday, Inc.,
individually and dba Natalist)
251 Little Falls Dr
Wilmington, DE 19808

Current President or CEO
Everly Health, Inc., individually and dba
Everly Well and Natalist; Everly Well, Inc.,
individually and dba Natalist
1999 Bryan Street, Ste 900
Dallas, TX 75201

CT Corporation System
(Registered Agent for Everly Well, Inc., individually and
dba Natalist)
1999 Bryan Street, Ste 900
Dallas, TX 75201

CT Corporation System
(Registered Agent for Everly Health, Inc.,
individually and dba Everly Well and Natalist)
330 N Brand Blvd, Ste 700
Glendale, CA 91203

CT Corporation System
(Registered Agent for Everly Health, Inc., individually and
dba Everly Well and Natalist)
1999 Bryan Street, Ste 900
Dallas, TX 75201

The Corporation Trust Company
(Registered Agent for Everly Well, Inc., individually and
dba Natalist)
Corporation Trust Center
1209 N. Orange St.
Wilmington, DE 19801

The Corporation Trust Company
(Registered Agent for Everly Health, Inc., individually and
dba Everly Well and Natalist)
Corporation Trust Center
1209 N. Orange St.
Wilmington, DE 19801

On February 17, 2022, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** were served on the following party when a true and correct copy thereof was uploaded on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On February 17, 2022, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to each of the parties listed below:

Nancy O'Malley, District Attorney
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7677 Oakport Street, Suite 650
Oakland, CA 94621
CEPDProp65@acgov.org

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mlatimer@co.lassen.ca.us

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Prop65@placer.ca.gov

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SanDiegoDAProp65@sdcca.org

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CityAttyProp65@sandiego.gov

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San Francisco, CA 94103
Alexandra.grayner@sfgov.org

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San Francisco, CA 94102
Valerie.Lopez@sfcityatty.org

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Stockton, CA 95202
DAConsumer.Environmental@sjcda.org

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edobroth@co.slo.ca.us

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DAProp65@co.santa-barbara.ca.us

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EPU@da.sccgov.org

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200 E. Santa Clara Street, 16th Floor
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Proposition65notices@sanjoseca.gov

Jeffrey S. Rosell, District Attorney
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Prop65DA@santacruzcounty.us

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600 Administration Dr
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jbarnes@sonoma-county.org

Phillip J. Cline, District Attorney
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Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Notice of Violation of California Health & Safety Code §25249.5 *et seq.*

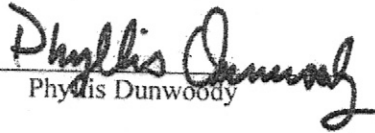
February 17, 2022

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Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

On February 17, 2022, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by First Class Mail.

Executed on February 17, 2022, in Fort Oglethorpe, Georgia.


Phyllis Dunwoody

Service List

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

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

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

District Attorney, Colusa
County
310 6th St
Colusa, CA 95932

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

District Attorney, El Dorado
County
778 Pacific St
Placerville, CA 95667

District Attorney, Glenn
County
Post Office Box 430
Willows, CA 95988

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

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

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

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

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Los Angeles
County
Hall of Justice
211 West Temple St., Ste 1200
Los Angeles, CA 90012

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

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

District Attorney, Mendocino
County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Modoc
County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono
County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Orange
County
300 N Flower St
Santa Ana, CA 92703

District Attorney, San Benito
County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San
Bernardino County
303 West Third Street
San Bernadino, CA 92415

District Attorney, San Mateo
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Redwood City, CA 94063

District Attorney, Shasta
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Redding, CA 96001

District Attorney, Sierra
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Downieville, CA 95936

District Attorney, Siskiyou
County
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Yreka, CA 96097

District Attorney, Solano
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Fairfield, CA 94533

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

District Attorney, Sutter
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463 2nd Street
Yuba City, CA 95991

District Attorney, Tehama
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Red Bluff, CA 96080

District Attorney, Trinity
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Post Office Box 310
Weaverville, CA 96093

District Attorney, Tuolumne
County
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Sonora, CA 95370

District Attorney, Yuba
County
215 Fifth Street, Suite 152
Marysville, CA 95901

Los Angeles City Attorney's
Office
City Hall East
200 N. Main Street, Suite 800
Los Angeles, CA 90012

APPENDIX A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

The text of Proposition 65 (Health and Safety Code Sections 25249.5 through 25249.13) is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.¹ These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Proposition 65 List." Under Proposition 65, the lead agency (OEHHA) publishes a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. Chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as damage to

¹ All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.

female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at: http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html.

Only those chemicals that are on the list are regulated under Proposition 65. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before “knowingly and intentionally” exposing that person to a listed chemical unless an exemption applies. The warning given must be “clear and reasonable.” This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed to that chemical. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

Grace Period. Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

Governmental agencies and public water utilities. All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

Exposures that pose no significant risk of cancer. For chemicals that are listed under Proposition 65 as known to the State to cause cancer, a warning is not required if the business causing the exposure can demonstrate that the exposure occurs at a level that poses “no significant risk.” This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific “No Significant Risk Levels” (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business causing the exposure can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the “no observable effect level” divided by 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures to Naturally Occurring Chemicals in Food. Certain exposures to chemicals that naturally occur in foods (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant² it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

Discharges that do not result in a “significant amount” of the listed chemical entering any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a “significant amount” of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A “significant amount” means any detectable amount, except an amount that would meet the “no significant risk” level for chemicals that cause cancer or that is 1,000 times below the “no observable effect” level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

² See Section 25501(a)(4).

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys. Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. The notice must comply with the information and procedural requirements specified in Section 25903 of Title 27 and sections 3100-3103 of Title 11. A private party may not pursue an independent enforcement action under Proposition 65 if one of the governmental officials noted above initiates an enforcement action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court to stop committing the violation.

A private party may not file an enforcement action based on certain exposures if the alleged violator meets specific conditions. For the following types of exposures, the Act provides an opportunity for the business to correct the alleged violation:

- An exposure to alcoholic beverages that are consumed on the alleged violator's premises to the extent onsite consumption is permitted by law;
- An exposure to a Proposition 65 listed chemical in a food or beverage prepared and sold on the alleged violator's premises that is primarily intended for immediate consumption on- or off-premises. This only applies if the chemical was not intentionally added to the food, and was formed by cooking or similar preparation of food or beverage components necessary to render the food or beverage palatable or to avoid microbiological contamination;
- An exposure to environmental tobacco smoke caused by entry of persons (other than employees) on premises owned or operated by the alleged violator where smoking is permitted at any location on the premises;
- An exposure to listed chemicals in engine exhaust, to the extent the exposure occurs inside a facility owned or operated by the alleged violator and primarily intended for parking non-commercial vehicles.

If a private party alleges that a violation occurred based on one of the exposures described above, the private party must first provide the alleged violator a notice of special compliance procedure and proof of compliance form.

A copy of the notice of special compliance procedure and proof of compliance form is included in Appendix B and can be downloaded from OEHHA's website at:
<http://oehha.ca.gov/prop65/law/p65law72003.html>.

FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at P65Public.Comments@oehha.ca.gov.

Revised: May 2017

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.7, 25249.9, 25249.10 and 25249.11, Health and Safety Code.