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6  
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KEEP AMERICA SAFE AND BEAUTIFUL

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF LOS ANGELES**

10 KEEP AMERICA SAFE AND BEAUTIFUL,,

Case No.: 24STCV20661

11 Plaintiff,

12 vs.  
13 [PROPOSED] CONSENT JUDGMENT AS  
14 TO HIMALAYA WELLNESS USA  
15 LIMITED  
16 (Health & Safety Code § 25249.6 *et. seq.* and  
17 Code Civ. Proc. § 664.6)

18 The Himalaya Drug Company; Amazon.com  
19 Services, LLC; and DOES 1 through 100,  
20 inclusive,  
21  
22  
23  
24  
25  
26  
27  
28

Defendant.

KJT LAW GROUP, LLP  
Jivalagian | Thomassian

1. **INTRODUCTION**2. **1.1 The Parties**

3. This [Proposed] Consent Judgment is hereby entered into by and between KEEP AMERICA  
 4. SAFE AND BEAUTIFUL, acting on behalf of the public interest (hereinafter "KASB") and  
 5. HIMALAYA WELLNESS USA LIMTED (hereinafter "HIMALAYA" or "Defendant").  
 6. Collectively KASB and HIMALAYA shall be referred to hereafter as the "Parties" and each of them  
 7. as a "Party." KASB is a non-profit corporation organized under the laws of California and acting in  
 8. the interest of the general public, dedicated to protecting the health of California citizens and the  
 9. environment through the elimination or reduction of toxic chemicals utilized in manufacturing  
 10. consumer products and to increasing public awareness of those chemicals through the promotion of  
 11. sound environmental practices and corporate responsibility. Defendant is a person in the course of  
 12. doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

13. **1.2 Allegations and Representations**

14. KASB alleges that Defendant has offered for sale in the State of California and has sold in  
 15. California, certain products, which contain lead, and that such sales have not been accompanied by  
 16. Proposition 65 warnings. The State of California has listed lead as a chemical known to cause  
 17. cancer, developmental toxicity and reproductive harm. Defendant denies the allegations and  
 18. contends that there is no exposure and no violation under Proposition 65 for an alleged failure to  
 19. warn.

20. **1.3 Covered Product Description**

21. The product that is covered by this Consent Judgment is identified as Himalaya Psyllium  
 22. Husk Capsules. All such items shall be referred to herein as the "Covered Products."

23. **1.4 Notices of Violation/Complaint**

24. 1.4.1 On or about August 17, 2023, KASB served HIMALAYA and various  
 25. public enforcement agencies with a document entitled "60-Day Notice of Violation" pursuant to  
 26. Health & Safety Code §25249.7(d) (the "Notice"), alleging that HIMALAYA was in violation of  
 27. Proposition 65 for failing to warn consumers and customers that the Covered Products exposed

1 users in California to lead. No public enforcer diligently prosecuted the claims threatened in the  
 2 Notice within sixty days plus service time relative to the provision of the Notice to them by KASB.

3                   1.4.2 On August 15, 2024, KASB, acting in the interest of the general public in  
 4 the State of California, filed a complaint in the Superior Court of Los Angeles County alleging  
 5 violations of Health & Safety Code §25249.6 (the “Complaint”) based on the alleged failure to warn  
 6 of exposures to lead contained in the Covered Products manufactured, distributed, or sold by  
 7 Defendant.

8                   **1.5      Effective Date:**

9                   For purposes of this Consent Judgment, the term “Effective Date” shall mean the date this  
 10 Consent Judgment is entered as a judgment of the Court.

11                   **1.6      Compliance Date:**

12                   For purposes of this Consent Judgment, the term “Compliance Date” shall mean January 1,  
 13 2026.

14                   **2.      STIPULATION TO JURISDICTION/NO ADMISSION**

15                   For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
 16 jurisdiction over Defendant as to the allegations contained in the complaint filed in this matter, that  
 17 venue is proper in the County of Los Angeles, and that this Court has jurisdiction to approve, enter,  
 18 and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all  
 19 claims which were or could have been raised in the Complaint based on the facts alleged therein  
 20 and/or in the Notice.

21                   Nothing in this Consent Judgment shall be construed as an admission by Defendant of any  
 22 fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment  
 23 constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of  
 24 law, or violation of law, such being specifically denied by Defendant, including, but not limited to,  
 25 any admission related to exposure or failure to warn. However, this section shall not diminish or  
 26 otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent  
 27 Judgment.

1        **3. INJUNCTIVE RELIEF**

2        **3.1** Beginning on the Compliance Date, HIMALAYA shall be permanently enjoined  
 3 from manufacturing for sale in the State of California, "Distributing into the State of California," or  
 4 directly selling in the State of California, any Covered Product that expose a person to a "Daily  
 5 Lead Exposure Level" of more than 0.5 micrograms of lead per day, unless it meets the warning  
 6 requirements under Section 3.2. There shall be no obligation for HIMALAYA to provide an  
 7 exposure warning for Covered Products that were manufactured prior to the Compliance Date.

8            3.1.1 As used in this Consent Judgment, the term "Distributing into the State of  
 9 California" shall mean to directly ship Covered Products into California for sale in California or to  
 10 sell Covered Products to a distributor that HIMALAYA knows or has reason to know will sell the  
 11 Covered Products in California. The injunctive relief in Section 3 does not apply to any Covered  
 12 Products that has left the possession, and is no longer under the control of HIMALAYA prior to  
 13 the Compliance Date and all claims as to such Covered Products are released in this Consent  
 14 Judgment.

15            3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure Level"  
 16 shall be measured in micrograms, and shall be calculated using the following formula: micrograms  
 17 of lead per gram of product, multiplied by grams of product per serving of the product as stated on  
 18 the label, multiplied by servings of the product per day stated on the label, which equals  
 19 micrograms of lead exposure per day. If the label contains no recommended daily servings, then  
 20 the number of recommended daily servings shall be one.

21        **3.2 Clear and Reasonable Warnings**

22        If HIMALAYA is required to provide a warning pursuant to Section 3.1, one of the  
 23 following warnings must be utilized ("Warning"):

24        **Option 1:**

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

1                   **Option 2:**

2                   **WARNING [or] CA WARNING [or] CALIFORNIA WARNING** Can expose you  
 3 to lead, a [carcinogen and] reproductive toxicant. See  
 4 <http://www.P65Warnings.ca.gov/food>.

5                   **Option 3:**

6                   **WARNING [or] CA WARNING [or] CALIFORNIA WARNING** Risk of [cancer  
 7 and] reproductive harm from exposure to lead. See  
 8 <http://www.P65Warnings.ca.gov/food>.

9                   **Option 4:**

10                   **WARNING: [Cancer and] Reproductive Harm - [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)**

11  
 12  
 13  
 14                   HIMALAYA shall use the phrase "cancer and" or "carcinogen and" in the Warning if  
 15 HIMALAYA has reason to believe that the "Daily Lead Exposure Level" is greater than 15  
 16 micrograms of lead per day.

17                   The Warning shall be securely affixed to or printed upon the label of each Covered  
 18 Product and it must be set off from other surrounding information. In addition, for any Covered  
 19 Product sold by Defendant over the internet, the Warning shall appear on the checkout page, or  
 20 prominently displayed to the purchaser prior to completing the purchase, in full text or through a  
 21 clearly marked hyperlink using the word "**WARNING**" in all capital and bold letters when a  
 22 California delivery address is indicated for any purchase of any Covered Product. If a hyperlink is  
 23 used, the hyperlink must go directly to a page prominently displaying the Warning without content  
 24 that detracts from the Warning.

25                   The Warning shall be at least the same size as the largest of any other health or safety  
 26 warnings also appearing on the website or on the label and the word "**WARNING**" shall be in all

27                   <sup>1</sup> This short-form warning may be used on a product manufactured or labeled prior to January 1, 2028, regardless of the  
 28 date of sale. However, after January 1, 2028, all short form labels shall be provided in accordance with Title 27,  
 California Code of Regulations, § 25603(b).|

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

5 **HIMALAYA** must display the above Warning with such conspicousness, as compared  
 6 with other words, statements or designs on the label, or on its website, if applicable, to render the  
 7 Warning likely to be read and understood by an ordinary individual under customary conditions of  
 8 purchase or use of the product. For purposes of this Consent Judgment, the term "label" means a  
 9 display of written, printed or graphic material that is printed on or affixed to a Covered Product or  
 10 its immediate container or wrapper. The warning must be set off from other surrounding  
 11 information, enclosed in a box. If consumer information on the package is in a foreign language,  
 12 the warning must also be provided in the foreign language.

13 Notwithstanding the foregoing, Defendant may comply with this Section 3 by providing  
 14 warnings as specified in the Proposition 65 regulations applicable to the Covered Products and  
 15 chemical at issue, in effect as of the Compliance Date, or as such regulations may be modified or  
 16 amended in the future.

### 17 **3.3 Grace Period for Existing Inventory of Products**

18 The injunctive requirements of Section 3 shall not apply to Covered Products that are  
 19 already manufactured as of the Compliance Date, which Covered Products are expressly subject to  
 20 the releases provided in Section 7.

### 21 **4. ENFORCEMENT**

22 Any Party may, by motion or application for an order to show cause filed with this Court,  
 23 enforce the terms and conditions contained in this Consent Judgment provided that it first  
 24 undertakes a good faith effort to resolve the dispute informally. In the event a dispute arises with  
 25 respect to either Party's compliance with the terms of this Consent Judgment entered by the Court,  
 26 the Parties shall meet either in person or by telephone and endeavor to resolve the dispute in an  
 27 amicable manner. No action or motion may be filed in the absence of such a good faith attempt to  
 28 resolve the dispute beforehand. In the event an action or motion is filed, however, the prevailing

1 Party may seek to recover costs and reasonable attorneys' fees. As used in the preceding sentence,  
 2 the term "prevailing party" means a party who is successful in obtaining relief more favorable to it  
 3 than the relief that the other party was amenable to providing during the parties' good faith attempt  
 4 to resolve the dispute that is the subject of such enforcement action.

5 In the event that KASB alleged that any Covered Product is above the Daily Lead Exposure  
 6 Level (and for which KASB alleges that no warning has been provided pursuant to Section 3),  
 7 KASB shall inform HIMALAYA in a reasonably prompt manner of its test results, including  
 8 information sufficient to permit Defendant to identify the Covered Products at issue. HIMALAYA  
 9 shall, within thirty (30) days following such notice, provide KASB with testing information  
 10 demonstrating HIMALAYA's compliance with Section 3 if warranted. The Parties shall first  
 11 attempt to resolve the matter prior to KASB taking any further legal action pursuant to this Section.

12 **5. PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)**

13 With regard to all claims that have been raised or which could be raised with respect to  
 14 failure to warn pursuant to Proposition 65 with regard to lead in the Covered Product, Defendant  
 15 shall pay a civil penalty of \$2,000.00 pursuant to Health and Safety Code section 25249.7(b), to be  
 16 apportioned in accordance with California Health & Safety Code § 25249.12 (c) & (d), with 75% of  
 17 these funds remitted to the State of California's Office of Environmental Health Hazard  
 18 Assessment and the remaining 25% of the penalty remitted to KASB, as provided by California  
 19 Health & Safety Code § 25249.12(d) and the instructions directly below. Defendant shall make  
 20 these payments on or before the date that is ten (10) business days after the Effective Date, at which  
 21 time such payments shall be made as follows:

22 (a) The \$500.00 payment owed to KASB shall be delivered by the way of wire transfer  
 23 to the following payment address:

24 Beneficiary: Keep America Safe and Beautiful  
 25 Wells Fargo Bank Routing Number: 121000248  
 26 Wells Fargo Bank Account Number: 6767279471  
 27 Beneficiary Address: 10512 Sycamore Avenue, Stanton, CA 90680-2629

28 (b) The \$1,500.00 payment owed to OEHHA shall be delivered directly to OEHHA at  
 29 the following addresses:

1 For United States Postal Delivery:

2 Mike Gyurics  
3 Fiscal Operations Branch Chief  
4 Office of Environmental Health Hazard Assessment  
5 P.O. Box 4010  
6 Sacramento, CA. 95812-0410

7 For Non-United States Postal Service Delivery:

8 Mike Gyurics  
9 Fiscal Operations Branch Chief  
10 Office of Environmental Health Hazard Assessment  
11 1001 I Street, MS #19B  
12 Sacramento, CA 95814

13 **6. REIMBURSEMENT OF FEES AND COSTS**

14 The parties reached an accord on the compensation due to KASB and its counsel under  
15 the private attorney general doctrine and principles of contract law. Under these legal principles,  
16 Defendant shall reimburse KASB's counsel for fees and costs, incurred as a result of investigating,  
17 bringing this matter to Defendant's attention, and negotiating a settlement in the public interest.  
18 Defendant shall pay KASB's counsel \$18,000.00 for all attorneys' fees, expert and investigation fees  
19 and related costs associated with this matter and the Notice. Defendant shall make these payments  
20 on or before the date that is ten (10) business days after the Effective Date, at which time such  
21 payments shall be made as follows:

22 The \$18,000.00 payment owed to KASB's counsel shall be delivered to:

23 **KJT LAW GROUP LLP**  
24 **230 Maryland Avenue, Suite 306**  
25 **Glendale, CA 91206.**

26 **7. RELEASE OF ALL CLAIMS**

27 **7.1 KASB's Release of Defendant, Releasees, and Downstream Releasees**

28 As to those matters raised in the Complaint and in the Notice of Violation, KASB, on  
behalf of itself, *and on behalf of the public interest*, hereby waives and releases any and all claims  
against Defendant, its parent companies, corporate affiliates, subsidiaries, predecessors, successors  
and assigns (collectively "Releasees") and each of its distributors, wholesalers, licensors, licensees,  
auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users including, without

1 limitation, Amazon.com Services, LLC and their respective officers, directors, members, managers,  
 2 attorneys, representatives, shareholders, agents, and employees, and parent entities, affiliates,  
 3 subsidiaries, predecessors, successors, and assigns (collectively "Downstream Releasees"), including  
 4 all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, injunctive  
 5 relief, damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and  
 6 others), costs, expenses, or any other sum incurred or claimed, for the alleged failure of Defendant,  
 7 Releasees or Downstream Releasees to provide clear, accurate and reasonable warnings under  
 8 Proposition 65 about exposure to lead, or any other alleged violations of statutory or common law,  
 9 arising from the sale, distribution, or use of any Covered Product sold, manufactured or distributed  
 10 by Defendant, Releasees or Downstream Releasees in California, up through the Compliance Date.  
 11 Compliance with the Consent Judgment by Defendant, a Releasee, or a Downstream Releasee shall  
 12 constitute compliance with Proposition 65 by that Defendant, Releasee, or Downstream Releasee  
 13 with respect to the presence of lead in the Covered Product. Plaintiff agrees that any and all claims  
 14 in the Complaint are resolved with prejudice by this Consent Judgment.

15 In addition to the foregoing, KASB, on behalf of itself, past and current agents,  
 16 representatives, officers, directors, employees, attorneys, and successors and/or assignees, and not  
 17 in its representative capacity, hereby waives all rights to institute or participate in, directly or  
 18 indirectly, any form of legal action and releases any other Claims that it could make against  
 19 Defendant, Releasees or Downstream Releasees with respect to violations of Proposition 65 based  
 20 upon the Covered Products. With respect to the foregoing waivers and releases in this paragraph,  
 21 KASB hereby specifically waives any and all rights and benefits which it now has, or in the future  
 22 may have, conferred by virtue of the provisions of Section 1542 of the California Civil Code, which  
 23 provides as follows:

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

1                   **7.2      Defendant's Release of KASB**

2                   Defendant waives any and all claims against KASB, its attorneys and other representatives,  
 3 for any and all actions taken or statements made by KASB and its attorneys and other  
 4 representatives, in the course of investigating claims or otherwise seeking enforcement of  
 5 Proposition 65 against them in this matter, and/or with respect to the Covered Product.

6                   **8.      SEVERABILITY AND MERGER**

7                   If, subsequent to the execution of this Consent Judgment, any of the provisions of this  
 8 document are held by a court to be unenforceable, the validity of the enforceable provisions  
 9 remaining shall not be adversely affected.

10                  This Consent Judgment contains the sole and entire agreement of the Parties and any and  
 11 all prior negotiations and understandings related hereto shall be deemed to have been merged  
 12 within it. No representations or terms of agreement other than those contained herein exist or have  
 13 been made by any Party with respect to the other Party or the subject matter hereof.

14                  **9.      GOVERNING LAW**

15                  The terms of this Consent Judgment shall be governed by the laws of the State of California  
 16 and apply within the State of California.

17                  **10.     NOTICES**

18                  Unless specified herein, all correspondence and notices required to be provided pursuant  
 19 to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
 20 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the  
 21 other party at the following addresses:

22                  For HIMALAYA:

23                  Anne Marie Ellis, Esq.  
**BUCHALTER**  
 24                  18400 Von Karman Avenue, Suite 800  
 25                  Irvine, CA 92612-0514  
 26                  Phone: 949-224-629  
 27                  Email: aellis@buchalter.com

28                  and

1 For KASB:

2 Tro Krikorian, Esq.  
**KJT LAW GROUP, LLP**  
3 230 N. Maryland Ave. Suite 306  
Glendale, CA 91206  
4 Phone: 818-507-8528  
Email: [Tro@KJTLawGroup.com](mailto:Tro@KJTLawGroup.com)

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

8 **11. DRAFTING**

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

17 **12. COUNTERPARTS; EMAIL OR FACSIMILE SIGNATURES**

18 This Consent Judgment may be executed in counterparts and by email or facsimile, each of  
19 which shall be deemed an original, and all of which, when taken together, shall constitute one and  
20 the same document.

21 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL**

22 KASB agrees to comply with the requirements set forth in California Health & Safety Code  
23 §25249.7(f) and, at its sole cost and expense, to promptly bring a Motion for Approval of this  
24 Consent Judgment and Defendants shall support approval of such Motion.

25 This Consent Judgment shall not be effective until it is approved and entered by the Court  
26 and shall be null and void if, for any reason, it is not approved and entered by the Court within  
27 eighteen months after it has been fully executed by the Parties.

1        **14. MODIFICATION**

2        This Consent Judgment may be modified only by further stipulation of the Parties and the  
 3 approval of the Court or upon the granting of a motion brought to the Court by either Party.

4        **15. ATTORNEY'S FEES**

5        A party who unsuccessfully brings or contests an action arising out of this Consent Judgment  
 6 shall be required to pay the prevailing party's reasonable attorney's fees and costs unless the  
 7 unsuccessful party has acted with substantial justification. For purposes of this Consent Judgment,  
 8 the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of  
 9 1986, Code of Civil Procedure Section 2016, et seq.

10      **16. RETENTION OF JURISDICTION**

11      This Court shall retain jurisdiction of this matter to implement or modify the Consent  
 12 Judgment.

13      **17. AUTHORIZATION**

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

16      **STIPULATED AND AGREED TO**

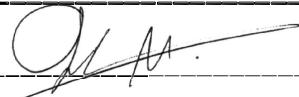
17      Date: 01/18/2026

18      By: 

19      KEEP AMERICA SAFE AND  
 20 BEAUTIFUL

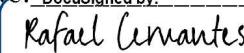
21      **APPROVED AS TO FORM:**

22      Date: 01/20/2026

23      By: 

24      **TRO KRIKORIAN, ESQ.**  
 25 ATTORNEY FOR PLAINTIFF,  
 26 KEEP AMERICA SAFE AND BEAUTIFUL

27      Date: January 8, 2026

28      By:   
 29 Rafael Cervantes  
 30 D20286BZ053D416

31      **RAFAEL CERVANTES**  
 32 **HIMALAYA WELLNESS USA LIMITED**

33      Date: January 8, 2026

34      By:   
 35 Anne Marie Ellis

36      **ANNE MARIE ELLIS, ESQ.**  
 37 ATTORNEY FOR DEFENDANT,  
 38 HIMALAYA WELLNESS USA LIMITED

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Dated: \_\_\_\_\_

### Judge of the Superior Court

KJT LAW GROUP LLP