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10 Attorneys for Plaintiff,
11 **KEEP AMERICA SAFE AND BEAUTIFUL**

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

11 **KEEP AMERICA SAFE AND BEAUTIFUL,**

Case No.: 24STCV20661

12 Plaintiff,

13 v.

14 The Himalaya Drug Company; Amazon.com
15 Services, LLC; and DOES 1 through 100,
inclusive,

[PROPOSED] CONSENT JUDGMENT AS
TO HIMALAYA WELLNESS USA LIMITED

(Health & Safety Code § 25249.6 *et. seq.* and
Code Civ. Proc. § 664.6)

16 Defendant.

KJT LAW GROUP LLP
Jivalagian | Thomassian

1 **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 cancer,
17 developmental toxicity and reproductive harm. **Defendant** denies the allegations and contends that
18 there is no exposure and no violation under Proposition 65 for an alleged failure to warn.

19 **1.3 Covered Product Description**

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

22 **1.4 Notices of Violation/Complaint**

23 **1.4.1** On or about August 17, 2023, **KASB** served **HIMALAYA** and various public
24 enforcement agencies with a document entitled “**60-Day Notice of Violation**” pursuant to Health &

1 Safety Code §25249.7(d) (the "Notice"), alleging that HIMALAYA was in violation of Proposition 65
2 for failing to warn consumers and customers that the Covered Products exposed users in California to
3 lead. No public enforcer diligently prosecuted the claims threatened in the Notice within sixty days
4 plus service time relative to the provision of the Notice to them by KASB.

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

10 1.5 **Effective Date:**

11 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
12 Consent Judgment is entered as a judgment of the Court.

13 1.6 **Compliance Date:**

14 For purposes of this Consent Judgment, the term "Compliance Date" shall mean January 1,
15 2026.

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

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

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

5 **3. INJUNCTIVE RELIEF**

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

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

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

1 3.2 Clear and Reasonable Warnings

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

4 Option 1:

5 **WARNING [or] CA WARNING [or] CALIFORNIA WARNING** Consuming this
6 product can expose you to chemicals including lead, which is known to the State of
7 California to cause [cancer and] birth defects or other reproductive harm. For more
8 information, visit www.P65Warnings.ca.gov/food.

9 Option 2:

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

13 Option 3:

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

17 Option 4:

18 **WARNING: [Cancer and] Reproductive Harm - www.P65Warnings.ca.gov/food.**

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

22

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

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

9
10 The Warning shall be at least the same size as the largest of any other health or safety
11 warnings also appearing on the website or on the label and the word "WARNING" shall be in all
12 capital letters and in bold print. No statements intended to or likely to have the effect of diminishing
13 the impact of the Warning on the average lay person shall accompany the Warning. Further, no
14 statements may accompany the Warning that state or imply that the source of the listed chemical has
15 an impact on or results in a less harmful effect of the listed chemical.

16
17 HIMALAYA must display the above Warning with such conspicuousness, as compared with
18 other words, statements or designs on the label, or on its website, if applicable, to render the Warning
19 likely to be read and understood by an ordinary individual under customary conditions of purchase
20 or use of the product. For purposes of this Consent Judgment, the term "label" means a display of
21 written, printed or graphic material that is printed on or affixed to a Covered Product or its
22 immediate container or wrapper. The warning must be set off from other surrounding information,
23 enclosed in a box. If consumer information on the package is in a foreign language, the warning must
24 also be provided in the foreign language.

25
26 Notwithstanding the foregoing, Defendant may comply with this Section 3 by providing
27 warnings as specified in the Proposition 65 regulations applicable to the Covered Products and
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1 chemical at issue, in effect as of the Compliance Date, or as such regulations may be modified or
2 amended in the future.

3 **3.3 Grace Period for Existing Inventory of Products**

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

7 **4. ENFORCEMENT**

8 Any Party may, by motion or application for an order to show cause filed with this Court,
9 enforce the terms and conditions contained in this Consent Judgment provided that it first undertakes
10 a good faith effort to resolve the dispute informally. In the event a dispute arises with respect to either
11 Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall
12 meet either in person or by telephone and endeavor to resolve the dispute in an amicable manner.
13 No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute
14 beforehand. In the event an action or motion is filed, however, the prevailing Party may seek to
15 recover costs and reasonable attorneys' fees. As used in the preceding sentence, the term "prevailing
16 party" means a party who is successful in obtaining relief more favorable to it than the relief that the
17 other party was amenable to providing during the parties' good faith attempt to resolve the dispute
18 that is the subject of such enforcement action.

19 In the event that KASB alleged that any Covered Product is above the Daily Lead Exposure
20 Level (and for which KASB alleges that no warning has been provided pursuant to Section 3), KASB
21 shall inform HIMALAYA in a reasonably prompt manner of its test results, including information
22 sufficient to permit Defendant to identify the Covered Products at issue. HIMALAYA shall, within
23 thirty (30) days following such notice, provide KASB with testing information demonstrating
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1 HIMALAYA's compliance with Section 3 if warranted. The Parties shall first attempt to resolve the
2 matter prior to KASB taking any further legal action pursuant to this Section.
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5. **PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)**

6 With regard to all claims that have been raised or which could be raised with respect to failure
7 to warn pursuant to Proposition 65 with regard to lead in the Covered Product, Defendant shall pay a
8 civil penalty of \$2,000.00 pursuant to Health and Safety Code section 25249.7(b), to be apportioned
9 in accordance with California Health & Safety Code § 25249.12 (c) & (d), with 75% of these funds
10 remitted to the State of California's Office of Environmental Health Hazard Assessment and the
11 remaining 25% of the penalty remitted to KASB, as provided by California Health & Safety Code
12 § 25249.12(d) and the instructions directly below. Defendant shall make these payments on or before
13 the date that is ten (10) business days after the Effective Date, at which time such payments shall be
14 made as follows:
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16 (a) The \$500.00 payment owed to KASB shall be delivered by the way of wire transfer
17 to the following payment address:
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19 Beneficiary: Keep America Safe and Beautiful
20 Wells Fargo Bank Routing Number: 121000248
21 Wells Fargo Bank Account Number: 6767279471
22 Beneficiary Address: 10512 Sycamore Avenue, Stanton, CA 90680-2629

23 (b) The \$1,500.00 payment owed to OEHHA shall be delivered directly to OEHHA at
24 the following addresses:
25

26 For United States Postal Delivery:
27

28 Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA. 95812-0410

29 For Non-United States Postal Service Delivery:
30

31 Mike Gyurics
32

Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814

6. REIMBURSEMENT OF FEES AND COSTS

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

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

KJT LAW GROUP LLP
230 Maryland Avenue, Suite 306
Glendale, CA 91206.

7. RELEASE OF ALL CLAIMS

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

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 limitation, Amazon.com Services, LLC and their respective officers, directors, members, managers, attorneys, representatives, shareholders, agents, and employees, and parent entities, affiliates, subsidiaries, predecessors, successors, and assigns (collectively “Downstream Releasees”), including

1 all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, injunctive
 2 relief, damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and
 3 others), costs, expenses, or any other sum incurred or claimed, for the alleged failure of Defendant,
 4 Releasees or Downstream Releasees to provide clear, accurate and reasonable warnings under
 5 Proposition 65 about exposure to lead, arising from the sale, distribution, or use of any Covered
 6 Product sold, manufactured or distributed by Defendant, Releasees or Downstream Releasees in
 7 California, up through the Compliance Date. Compliance with the Consent Judgment by Defendant,
 8 a Releasee, or a Downstream Releasee shall constitute compliance with Proposition 65 by that
 9 Defendant, Releasee, or Downstream Releasee with respect to the presence of lead in the Covered
 10 Product. Plaintiff agrees that any and all claims in the Complaint are resolved with prejudice by this
 11 Consent Judgment.

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

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

27 **7.2 Defendant's Release of KASB**

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

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

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

13 **9. GOVERNING LAW**

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

16 **10. NOTICES**

17 Unless specified herein, all correspondence and notices required to be provided pursuant to
18 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
19 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
20 other party at the following addresses:
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22 For HIMALAYA:
23

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

and

29 For KASB:
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Tro Krikorian, Esq.
KJT LAW GROUP, LLP
230 N. Maryland Ave. Suite 306
Glendale, CA 91206
Phone: 818-507-8528
Email: Tro@KJTLawGroup.com

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

11. DRAFTING

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

12. COUNTERPARTS: EMAIL OR FACSIMILE SIGNATURES

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

18. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f) / COURT APPROVAL

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

This Consent Judgment shall not be effective until it is approved and entered by the Court.

1 and shall be null and void if, for any reason, it is not approved and entered by the Court within
2 eighteen months after it has been fully executed by the Parties.

3 **14. MODIFICATION**

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

6 **15. ATTORNEY'S FEES**

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

12 **16. RETENTION OF JURISDICTION**

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

15 **17. AUTHORIZATION**

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

18 **STIPULATED AND AGREED TO**

19 Date: 2/5/2026

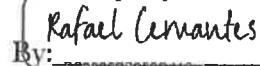
20 By: 

21 Lance Nguyen

22 KEEP AMERICA SAFE AND
23 BEAUTIFUL

24 Date: February 4, 2026

25 DocuSigned by:

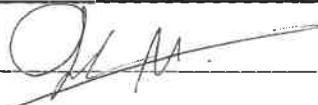
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28 HIMALAYA WELLNESS USA LIMITED

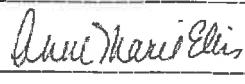
1 **APPROVED AS TO FORM:**

2 Date: 02/06/2026

3 By: 

4 **TRO KRIKORIAN, ESQ.**
5 ATTORNEY FOR PLAINTIFF,
6 KEEP AMERICA SAFE AND BEAUTIFUL

Date: February 5, 2026

By: 

ANNE MARIE ELLIS, ESQ.
ATTORNEY FOR DEFENDANT,
HIMALAYA WELLNESS USA LIMITED

7
8 **IT IS SO ORDERED, ADJUDGED, AND DECREED**

9 Dated: _____

10 _____
11 Judge of the Superior Court

12 **KJTLAWGROUP**_{LLP}
13 Jivatagian | Thomassian
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