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5 Attorneys for Plaintiff,
6 **KEEP AMERICA SAFE AND BEAUTIFUL**

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10
11 **KEEP AMERICA SAFE AND BEAUTIFUL,**

Case No.: 25STCV21544

12 Plaintiff,

13 v.

14 Chain Drug Marketing Association, Inc.;
Amazon.com Services, LLC; and DOES 1
15 through 100, inclusive,

16 Defendant.

[PROPOSED] CONSENT JUDGMENT AS
TO CHAIN DRUG MARKETING
ASSOCIATION, INC.

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

KJT
LAWGROUP LLP
Jivalagian | Thomassian

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1. **INTRODUCTION**

1.1 **The Parties**

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

1.2 **Allegations and Representations**

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

1.3 **Covered Product Description**

The product that is covered by this Consent Judgment is identified as Quality Choice – Fiber Capsules – Psyllium Fiber – Fiber Laxative/Dietary Supplement; UPC #: 6 35515 95372 7. All such items shall be referred to herein as the “Covered Products.”

1 constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law,
2 or violation of law, such being specifically denied by Defendant, including, but not limited to, any
3 admission related to exposure of failure to warn. However, this section shall not diminish or
4 otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent
5 Judgment.

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7 **3. INJUNCTIVE RELIEF**

8 **3.1** Beginning on the Effective Date, CDMA shall be permanently enjoined from
9 manufacturing for sale in the State of California, "Distributing into the State of California," or directly
10 selling in the State of California, any Covered Product that expose a person to a "Daily Lead
11 Exposure Level" of more than 0.5 micrograms of lead per day, unless it meets the warning
12 requirements under Section 3.2.

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

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20 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure Level" shall be
21 measured in micrograms, and shall be calculated using the following formula: micrograms of lead per
22 gram of product, multiplied by grams of product per serving of the product as stated on the label,
23 multiplied by servings of the product per day stated on the label, which equals micrograms of lead
24 exposure per day.

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26 **3.2 Clear and Reasonable Warnings**

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

2 **Option 1:**

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

6 **Option 2:**

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

9 **Option 3:**

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

12 **Option 4:**

13 This option is only applicable to Covered Products manufactured/labeled prior to January 1,
14 2028, regardless of date of sale

15 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov/food.

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

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WARNING” or **“CALIFORNIA WARNING”** shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

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

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

4. PAYMENTS PURSUANT TO HEALTH & SAFETY CODE §25249.7(b)

With regard to all claims that have been raised or which could be raised with respect to failure to warn pursuant to Proposition 65 with regard to lead in the Covered Product, Defendant shall pay a civil penalty of \$6,000.00 pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to the State of California’s Office of Environmental Health Hazard Assessment and the remaining 25% of the penalty remitted to KASB, as provided by California Health & Safety Code § 25249.12(d) and the

1 instructions directly below. Defendant shall make these payments on or before the date that is ten
2 (10) business days after the Effective Date, at which time such payments shall be made as follows:

3 (a) The \$1,500.00 payment owed to KASB shall be delivered by the way of wire transfer
4 to the following payment address:

5 Beneficiary: Keep America Safe and Beautiful
6 Wells Fargo Bank Routing Number: 121000248
7 Wells Fargo Bank Account Number: 6767279471
8 Beneficiary Address: 10512 Sycamore Avenue, Stanton, CA 90680-2629

9 (b) The \$4,500.00 payment owed to OEHHA shall be delivered directly to OEHHA at
10 the following addresses:

11 For United States Postal Delivery:

12 Mike Gyurics
13 Fiscal Operations Branch Chief
14 Office of Environmental Health Hazard Assessment
15 P.O. Box 4010
16 Sacramento, CA. 95812-0410

17 For Non-United States Postal Service Delivery:

18 Mike Gyurics
19 Fiscal Operations Branch Chief
20 Office of Environmental Health Hazard Assessment
21 1001 I Street, MS #19B
22 Sacramento, CA 95814

23 **5. REIMBURSEMENT OF FEES AND COSTS**

24 The parties reached an accord on the compensation due to KASB and its counsel under the
25 private attorney general doctrine and principles of contract law. Under these legal principles,
26 Defendant shall reimburse KASB's counsel for fees and costs, incurred as a result of investigating,
27 bringing this matter to Defendant's attention, and negotiating a settlement in the public interest.
28 Defendant shall pay KASB's counsel \$44,000.00 for all attorneys' fees, expert and investigation fees
and related costs associated with this matter and the Notice. Defendant shall mail checks payable to
"KJT Law Group," via certified mail to the address for KASB's counsel referenced below according
to the following schedule:

- 1 (1) \$22,000 to be paid on or before the date that is ten (10) business days after the Effective Date;
- 2 (2) \$22,000 to be paid on or before the date that is one hundred twenty (120) calendar days after
- 3 the Effective Date.

4 All payments owed to KASB's counsel shall be delivered to:

5 **KJT LAW GROUP LLP**
6 230 Maryland Avenue, Suite 306
7 Glendale, CA 91206.

8 **6. RELEASE OF ALL CLAIMS**

9 **6.1 KASB's Release of Defendant, Releasees, and Downstream Releasees**

10 As to those matters raised in the Complaint and in the Notice of Violation, KASB, on behalf
11 of itself, and on behalf of the public interest, hereby waives and releases any and all claims against
12 Defendant, its parent companies, corporate affiliates, subsidiaries, predecessors, successors and
13 assigns (collectively "Releasees") and each of its distributors, wholesalers, licensors, licensees,
14 auctioneers, retailers, including but not limited to Amazon.com Services, LLC, franchisees, dealers,
15 customers, owners, purchasers, users (collectively "Downstream Releasees") and their respective
16 officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and
17 parent entities for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including
18 fees of attorneys, experts, and others), costs, expenses, or any other sum incurred or claimed, for the
19 alleged failure of Defendant, Releasees or Downstream Releasees to provide clear, accurate and
20 reasonable warnings under Proposition 65 about exposure to lead and lead compounds arising from
21 the sale, distribution, or use of any Covered Product sold, manufactured or distributed by Defendant,
22 Releasees or Downstream Releasees in California, up through the Effective Date. Compliance with
23 the Consent Judgment by Defendant or a Releasee shall constitute compliance with Proposition 65 by
24 that Defendant, Releasee, or Downstream Releasee with respect to the presence of lead and lead
25 compounds in the Covered Product. Plaintiff agrees that any and all claims in the Complaint are
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1 resolved with prejudice by this Consent Judgment.

2 In addition to the foregoing, KASB, on behalf of itself, past and current agents,
3 representatives, officers, directors, employees, attorneys, and successors and/or assignees, and *not* in
4 its representative capacity, hereby waives all rights to institute or participate in, directly or indirectly,
5 any form of legal action and releases any other Claims that it could make against Defendant,
6 Releasees or Downstream Releasees with respect to violations of Proposition 65 based upon the
7 Covered Products. With respect to the foregoing waivers and releases in this paragraph, KASB
8 hereby specifically waives any and all rights and benefits which it now has, or in the future may have,
9 conferred by virtue of the provisions of Section 1542 of the California Civil Code, which provides as
10 follows:
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12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
13 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
14 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
15 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
16 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 **6.2 Defendant's Release of KASB**

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

21 **7. SEVERABILITY AND MERGER**

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

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

2 **8. GOVERNING LAW**

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

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6 **9. NOTICES**

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

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12 For CDMA:

13 Alka Ramchandani-Raj, Esq.
14 **LITTLER MENDELSON P.C.**
15 1255 Treat Boulevard, Suite 600
16 Walnut Creek, CA 94597
17 Phone: 925-927-4525
18 Email: ARaj@littler.com

19 and

20 For KASB:

21 Tro Krikorian, Esq.
22 **KJT LAW GROUP, LLP**
23 230 N. Maryland Ave. Suite 306
24 Glendale, CA 91206
25 Phone: 818-507-8528
26 Email: Tro@KJTLawGroup.com

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

10. 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

1 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
2 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
3 and no provision of this Consent Judgment shall be construed against any Party, based on the fact that
4 one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion
5 of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the
6 preparation and drafting of this Consent Judgment.
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8 **11. COUNTERPARTS; EMAIL OR FACSIMILE SIGNATURES**

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

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

13 KASB agrees to comply with the requirements set forth in California Health & Safety Code
14 §25249.7(f) and, at its sole cost and expense, to promptly bring a Motion for Approval of this
15 Consent Judgment and Defendants shall support approval of such Motion.
16

17 This Consent Judgment shall not be effective until it is approved and entered by the Court
18 and shall be null and void if, for any reason, it is not approved and entered by the Court within
19 eighteen months after it has been fully executed by the Parties.
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21 **13. MODIFICATION**

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

24 **14. ATTORNEY'S FEES**

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

3 **15. RETENTION OF JURISDICTION**

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

6 **16. AUTHORIZATION**


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

9 **STIPULATED AND AGREED TO:**

10 Date: 5/1/2026

11 Date: 4/27/26

12 By: 

13 By: 

14 **KEEP AMERICA SAFE AND BEAUTIFUL**

15 **CHAIN DRUG MARKETING ASSOCIATION, INC.**

16 **APPROVED AS TO FORM:**

17 Date: 05/04/2026

18 Date: April 29, 2026

19 By: 

20 By: 

21 **TRO KRIKORIAN, ESQ.**
22 **KJT LAW GROUP, LLP**
23 **ATTORNEY FOR PLAINTIFF,**
24 **KEEP AMERICA SAFE AND BEAUTIFUL**

25 **ALKA RAMCHANDANI-RAJ, ESQ.**
26 **LITTLER MENDELSON P.C.**
27 **ATTORNEY FOR DEFENDANT,**
28 **CHAIN DRUG MARKETING ASSOCIATION, INC.**

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____

Judge of the Superior Court