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ANCESTRAL SUPPLEMENTS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

ANCESTRAL SUPPLEMENTS, LLC; and
DOES 1-30, inclusive,

Defendants.

Case No. CV0005181

[PROPOSED]
CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent Judgment (“**Agreement**”) is entered into by and between Keep America Safe
4 and Beautiful (“**KASB**”) and Ancestral Supplements, LLC (“**Ancestral**”), with KASB and Ancestral
5 each individually referred to as a “Party” and, collectively, the “Parties.” KASB is a California-
6 based non-profit organization proceeding in the public interest pursuant to California Health &
7 Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer,
8 birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold
9 in California. Ancestral is a person in the course of doing business for purposes of California Health
10 & Safety Code § 25249.11(b).

11 **1.2 Consumer Product Description**

12 KASB alleges that Ancestral manufactures, imports, sells, and distributes for sale in
13 California dietary supplements containing the heavy metal, Lead, including, but not limited to,
14 *Ancestral Supplements Animal-Based Greens Organs Greens and Pre/Probiotics 180 Capsules 612*
15 *mg ea UPC 8 50024 79823 6 Lot: 210941 Exp: 10/2026*, without providing the health hazard warning
16 required by Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Ancestral’s dietary
17 supplements are referred to hereinafter as the “**Products**.” Lead is listed pursuant to Proposition 65 as
18 a chemical known to the State of California to cause cancer and birth defects or other reproductive
19 harm.

20 **1.3 Notice of Violation**

21 On November 15, 2024, KASB served Ancestral, the California Attorney General, and the
22 requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging
23 Ancestral violated Proposition 65 by failing to warn its customers and consumers in California that
24 its Products can expose users to Lead. No public enforcer has commenced and is diligently
25 prosecuting an action to enforce the allegations in the Notice.
26
27
28

1 **1.4 Complaint**

2 On January 24, 2025, KASB commenced the instant action (“Complaint”), naming Ancestral
3 Supplements, LLC as a defendant for the alleged violations of Proposition 65 that are the subject of
4 the Notice.

5 **1.5 Jurisdiction**

6 For purposes of this Agreement only, the Parties stipulate this Court has jurisdiction over
7 Ancestral as to the allegations contained in the Complaint, venue is proper in the County of Marin,
8 and the Court has jurisdiction to enter and enforce the provisions of this Agreement pursuant to
9 Proposition 65 and Code of Civil Procedure § 664.6.

10 **1.6 No Admission**

11 Ancestral denies the allegations in the Notice and Complaint and maintains that all products it
12 has sold or distributed for sale in California, including the Products, have been, and are, in
13 compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall
14 compliance with this Agreement constitute or be construed as, an admission by Ancestral of any fact,
15 finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish
16 or otherwise affect Ancestral’s obligations, responsibilities, and duties under this Agreement.

17 **1.7 Effective Date**

18 For purposes of this Agreement, “**Effective Date**” shall mean the date on which the Court
19 approves this Agreement and enters judgment pursuant to its terms.

20 **2. INJUNCTIVE RELIEF: REFORMULATION**

21 **2.1 Reformulation Commitment**

22 Commencing on the Effective Date and continuing thereafter, all Products Ancestral
23 manufactures, imports, or packages for sale in or into California, directly or through one or more
24 third party distributors, retailers or e-commerce marketplaces, shall meet the Reformulation Standard
25 for Reformulated Products as defined by Section 2.2.

26 **2.2 Reformulation Standard**

27 For purposes of this Agreement, “Reformulated Products” are defined as Products which
28 contain lead at less than or equal to 0.5 microgram per the Maximum Daily Label Serving

1 Suggestion. For purposes of this Agreement, the “Maximum Daily Label Serving Suggestion” is the
2 serving size multiplied by the highest number of servings the label suggests be consumed per day. If
3 the label, package, or Product display page on the internet do not suggest a number of daily servings,
4 then the number of daily servings shall be one. To assess whether a Product is compliant, it must be
5 analyzed by a laboratory, accredited by the State of California, a federal agency, or a nationally
6 recognized accrediting organization, using inductively coupled plasma mass spectrometry (“ICP-
7 MS”) equipment utilizing scientifically appropriate methods and protocols for testing heavy metals in
8 foods.

9 **2.3 Certification to Compliance with Reformulation Standard**

10 As of the Effective Date, all Products manufactured by Ancestral for sale to consumers in
11 California directly, including through its own website, affiliate websites, or a third party website to
12 consumers located in California, are and shall continue to be Reformulated Products as defined by
13 Section 2.2.

14 **3. MONETARY SETTLEMENT TERMS**

15 **3.1 Initial Civil Penalty**

16 Pursuant to Health and Safety Code § 25249.7(b), Ancestral agrees to pay a civil penalty of
17 \$2,500 within fifteen (15) business days of the Effective Date. Ancestral’s civil penalty payment will
18 be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five
19 percent (75%) of the penalty paid to the California Office of Environmental Health Hazard
20 Assessment (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by KASB.
21 Ancestral shall issue its payment in two checks made payable to: (a) “**OEHHA**” in the amount of
22 \$1,875; and (b) “Seven Hills LLP in trust for Keep America Safe and Beautiful” in the amount of
23 \$625. KASB’s counsel shall deliver to OEHHA and KASB their respective portion of the penalty
24 payment. Alternatively, Ancestral shall make payment in full of all civil penalties and attorneys’ fees
25 (set forth in Section 3.2) via wire transfer within fifteen (15) business days of the Effective Date.
26 Ancestral shall issue separate 1099s to OEHHA, KASB, and Seven Hills LLP. Wire transfer
27 information shall be provided upon request along with W9s. The Parties understand and agree that
28

no payment, whether via check or wire transfer, shall be made or due until Ancestral receives W9s from OEHHA, KASB, and Seven Hills LLP.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to the Office of the California Attorney General. Within fifteen (15) business days of the Effective Date, Ancestral agrees to issue a check in the amount of \$18,500 payable to "Seven Hills LLP" for all fees and costs incurred investigating, bringing this matter to Ancestral's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

3.3 Payments

All payments payable and due under this Agreement shall be delivered to KASB's counsel at following address:

Seven Hills LLP
Attn: Laralei Paras
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Ancestral Supplements

This Agreement is a full, final and binding resolution between KASB, on behalf of itself and in the public interest, and Ancestral, of any claim that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Ancestral, its directors, officers, employees, attorneys, and each entity to whom Ancestral directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees

1 (collectively, “**Releasees**”), from violations of Proposition 65 based on their failure to warn about
2 alleged exposures to Lead contained in the Products that were manufactured, distributed, sold and/or
3 offered for sale by Ancestral in California before the Effective Date, as alleged in the Notice and
4 Complaint. The Parties further agree that compliance with Section 2 of this Agreement shall be
5 deemed compliance with Proposition 65 with respect to alleged exposures to Lead in the Products.

6 In further consideration of the promises and agreements herein contained, KASB, on behalf of
7 itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby
8 waives all of KASB’s rights to institute or participate in, directly or indirectly, any form of legal
9 action and releases all claims that KASB may have, including, without limitation, all actions, and
10 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
11 penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and
12 attorneys’ fees arising under Proposition 65 with respect to Lead in the Products manufactured,
13 distributed, sold and/or offered for sale by Ancestral, before the Effective Date (collectively,
14 “**Claims**”), against Ancestral and Releasees.

15 Nothing in this Section affects KASB’s right to commence or prosecute an action under
16 Proposition 65 against a Releasee that does not involve Ancestral’s Products.

17 **4.2 Ancestral’s Release of KASB**

18 Ancestral, on behalf of itself, its past and current agents, representatives, attorneys,
19 successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other
20 representatives, for any and all actions taken or statements made (or those that could have been taken
21 or made) by KASB and its attorneys and other representatives, whether in the course of investigating
22 claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the
23 Products.

24 **4.3 Mutual Code of Civil Procedure § 1542 Waiver**

25 Further, the Parties acknowledge familiarity with Section 1542 of the California Civil Code,
26 which provides as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
3 DEBTOR OR RELEASED PARTY.

4 With respect to the foregoing waivers and releases, KASB, on behalf of its past and current agents,
5 representatives, attorneys, successors, and/or assignees, on the one hand, and Ancestral, on the other
6 hand, hereby expressly waive and relinquish any and all rights and benefits which they now have, or
7 in the future may have, conferred by virtue of the provisions of Section 1542 of the California Civil
8 Code, as well as under any other state or federal statute or common law principle of similar effect, to
9 the fullest extent they may lawfully waive such rights or benefits.

10 **5. SEVERABILITY**

11 If, subsequent to the execution of this Agreement, any provision of this Agreement is deemed
12 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely
13 affected.

14 **6. GOVERNING LAW**

15 The terms of this Agreement shall be governed by the laws of the State of California and
16 apply within California. Nothing in this Agreement shall be interpreted to relieve Ancestral from its
17 obligation to comply with any pertinent state or federal law or regulation.

18 **7. NOTICE**

19 Unless specified herein, all correspondence and notice required by this Agreement shall be in
20 writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a
21 recognized overnight courier to any Party by the other at the following addresses:

22 For Ancestral:

23 Christopher Ricci, CEO
24 Ancestral Supplements, LLC
25 13876 Longwood Drive
26 Willis, TX 77318

27 For KASB:

28 Laralei Paras, Partner
Seven Hills LLP
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111

With a copy to:

25 Damon Pitt
26 Caitlin Blanche
27 Kaidyn McClure
28 Venable LLP
2049 Century Park East, Suite 2300
Los Angeles, CA 90067

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

8. COUNTERPARTS AND PDF SIGNATURES

This Agreement may be executed in counterparts and by portable document format (pdf) signature, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same document.

9. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

10. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

11. ENFORCEMENT

In the event KASB seeks to enforce the terms and conditions contained in this Agreement, KASB shall notify Ancestral regarding the basis of enforcement, including the basis for any alleged violation, and shall provide Ancestral a reasonable opportunity of at least thirty (30) business days to cure before KASB files a pleading, application, motion, or other document to enforce the Agreement.

12. MODIFICATION

This Agreement may be modified only by: (i) a written agreement of the Parties and the entry of a modified Agreement by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Agreement by the Court thereon.

1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Agreement on behalf of their respective
3 Parties and have read, understood, and agreed to all of the terms and conditions of this Agreement.

4 **AGREED TO:**

AGREED TO:

5 Date: 7/25/2025

5 ~~Date:~~ 7/25/2025

6
7 By: 
8 Lance Nguyen, CEO
Keep America Safe and Beautiful

Chris Ricci
Christopher Ricci, CEO
Ancestral Supplements, LLC