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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF ALAMEDA**

17 **ENVIRONMENTAL RESEARCH**  
18 **CENTER, INC., a California non-profit**  
19 **corporation**

20 **Plaintiff,**

21 **vs.**

22 **HEART & SOIL SUPPLEMENTS LLC**  
23 **and DOES 1-100**

24 **Defendants.**

25 **CASE NO. 26CV165738**

26 **[PROPOSED] STIPULATED**  
27 **CONSENT JUDGMENT**

28 Health & Safety Code § 25249.5 *et seq.*

Action Filed: January 20, 2026

Trial Date: None set

1 **1. INTRODUCTION**

2 **1.1** On January 20, 2026, Plaintiff Environmental Research Center, Inc. (“ERC”), a  
3 non-profit corporation, as a private enforcer and in the public interest, initiated this action by  
4 filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties pursuant to the  
5 provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”),  
6 against Heart & Soil Supplements LLC (“Heart & Soil Supplements”) and Does 1-100

1 (hereinafter individually referred to as “Defendant” or collectively as “Defendants”). Subse-  
2 quently, on March 10, 2026, ERC filed an Amended Complaint (the operative Complaint,  
3 hereinafter referred to as “Complaint”). In this action, ERC alleges that one of the products  
4 manufactured, distributed, or sold by Heart & Soil Supplements contains perfluorooctane sul-  
5 fonate (PFOS) and perfluorononanoic acid (PFNA), chemicals listed under Proposition 65 as  
6 carcinogens and/or reproductive toxins, and exposes consumers to these chemicals at a level  
7 requiring a Proposition 65 warning. This product (referred to hereinafter as the “Covered Prod-  
8 uct”) is: Heart & Soil Pure American Liver 500 MG Each 180 Capsules.

9           **1.2**     ERC and Heart & Soil Supplements may also hereinafter be referred to individu-  
10 ally as a “Party” or collectively as the “Parties.”

11           **1.3**     ERC is a 501(c)(3) California non-profit corporation dedicated to, among other  
12 causes, helping safeguard the public from health hazards by reducing the use and misuse of haz-  
13 ardous and toxic chemicals, facilitating a safe environment for consumers and employees, and  
14 encouraging corporate responsibility.

15           **1.4**     For purposes of this Proposed Stipulated Consent Judgment (“Consent Judgment”),  
16 the Parties agree that Heart & Soil Supplements is a business entity that has employed ten or more  
17 persons at all times relevant to this action and qualifies as a “person in the course of doing business”  
18 within the meaning of Proposition 65. Heart & Soil Supplements manufactures, distributes, and/or  
19 sells the Covered Product.

20           **1.5**     The Complaint is based on allegations contained in ERC’s Notice of Violation  
21 dated November 10, 2025, that was served on the California Attorney General, other public en-  
22 forciers, and Heart & Soil Supplements (“Notice”). A true and correct copy of the 60-Day Notice  
23 dated November 10, 2025, is attached hereto as **Exhibit A** and incorporated herein by reference.  
24 More than 60 days have passed since the Notice was served on the Attorney General, public en-  
25 forciers, and Heart & Soil Supplements, and no designated governmental entity has filed a Com-  
26 plaint against Heart & Soil Supplements with regard to the Covered Product or the alleged viola-  
27 tions.

28           **1.6**     ERC’s Notice and Complaint allege that use of the Covered Product by California

1 consumers exposes them to PFOS and PFNA without first receiving clear and reasonable warn-  
2 ings from Heart & Soil Supplements, which is in violation of California Health and Safety Code  
3 section 25249.6. Heart & Soil Supplements denies all allegations contained in the Notice and  
4 Complaint and maintains that all products it has sold or distributed for sale in California, includ-  
5 ing but not limited to the Covered Product, have been and are in compliance with all applicable  
6 laws.

7 **1.7** The Parties have entered into this Consent Judgment in order to settle, compro-  
8 mise, and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this  
9 Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed  
10 as an admission by any of the Parties or by any of their respective officers, directors, sharehold-  
11 ers, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, custom-  
12 ers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or violation of law.

13 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall  
14 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in  
15 any current or future legal proceeding unrelated to these proceedings.

16 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as  
17 a Judgment by this Court.

18 **1.10** The “Compliance Date” of this Consent Judgment is the date that is forty-five  
19 (45) days after the Effective Date.

20 **2. JURISDICTION AND VENUE**

21 For purposes of this Consent Judgment and any further court action that may become nec-  
22 essary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter ju-  
23 risdiction over the allegations of violations contained in the Complaint and personal jurisdiction  
24 over Heart & Soil Supplements as to the acts alleged in the Complaint, that venue is proper in Al-  
25ameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and fi-  
26 nal resolution of all claims up through and including the Effective Date that were or could have  
27 been asserted in this action based on the facts alleged in the Notice and Complaint.

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

2             **3.1**     Beginning on the Compliance Date, Heart & Soil Supplements shall be perma-  
3 nently enjoined from manufacturing for sale in the State of California, “Distributing into the  
4 State of California,” or directly selling in the State of California, any product that exposes a  
5 person to a quantifiable level of PFOS and PFNA that can be reliably achieved using industry  
6 standard methods for testing, unless the product meets the warning requirements under Section  
7 3.2.

8                     **3.1.1**     Prior to the Compliance Date, Heart & Soil Supplements shall not be  
9 deemed in violation of Section 3.1 solely by reason of the continued sale or distribution of units  
10 of the Covered Product that already in the stream of commerce prior to the Compliance Date,  
11 and such products are expressly covered by the releases set forth herein. For purposes of this  
12 Consent Judgment, the term “already in the stream of commerce” means that the Covered  
13 Product has been put into final packaging for consumer sale and is no longer in the possession  
14 of or under the control of Heart & Soil Supplements.

15                     **3.1.2**     As used in this Consent Judgment, the term “Distributing into the State  
16 of California” shall mean to directly ship a Covered Product into California for sale in Califor-  
17 nia or to sell a Covered Product to a distributor that Heart & Soil Supplements knows or has  
18 reason to know will sell the Covered Product in California.

19             **3.2     Clear and Reasonable Warnings**

20             If Heart & Soil Supplements is required to provide a warning pursuant to Section 3.1, one  
21 of the following warnings must be utilized (“Warning”):

22                     **OPTION 1:**

23                     **WARNING:** Consuming this product can expose you to chemicals including [perfluoroooc-  
24 tane sulfonate] [and] [perfluorononanoic acid] which is [are] known to the State of Califor-  
25 nia to cause [cancer and] birth defects or other reproductive harm. For more information go  
26 to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

27             OR

28     ///

1           **OPTION 2:**

2           **WARNING:** Risk of [cancer from exposure to [perfluorooctane sulfonate] [and]  
3           [perfluorononanoic acid] and] reproductive harm from exposure to [perfluorooctane  
4           sulfonate] [and] [perfluorononanoic acid]. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

5           OR

6           **OPTION 3:**

7           **WARNING:** Can expose you to [perfluorooctane sulfonate, a carcinogen and]  
8           [perfluorononanoic acid, a carcinogen and] [perfluorooctane sulfonate] [and]  
9           [perfluorononanoic acid], a reproductive toxicant. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

10           The Warning shall begin either with the word “**WARNING,**” as indicated above, or the  
11           words “**CA WARNING**” or “**CALIFORNIA WARNING,**” in all capital letters and bold print.  
12           Heart & Soil Supplements shall use the phrase “cancer and” in the Option 1 Warning or “cancer  
13           from exposure to [perfluorooctane sulfonate] [and] [perfluorononanoic acid] and” in the Option 2  
14           Warning or “[perfluorooctane sulfonate, a carcinogen and] [perfluorononanoic acid, a carcinogen  
15           and]” in the Option 3 Warning (each referred to individually as a “Cancer Phrase”) if Heart &  
16           Soil Supplements has reason to believe there is a quantifiable level of PFOS and PFNA that is re-  
17           liably achieved using industry standard methods for testing or if Heart & Soil Supplements has  
18           reason to believe that another Proposition 65 chemical is present which may require a cancer  
19           warning. As identified in the brackets, the warning shall appropriately reflect whether there is  
20           PFOS, PFNA, or multiple chemicals present in the Covered Product, but if there is a chemical  
21           present at a level that requires a cancer warning, the chemical requiring use of the phrase “cancer  
22           and” in the Warning shall always be identified.

23           The Warning shall be securely affixed to or printed upon the label of the Covered Prod-  
24           uct, and it must be set off from other surrounding information and enclosed in a box. In addi-  
25           tion, for any Covered Product sold over the internet, the Warning shall appear on the checkout  
26           page when a California delivery address is indicated for any purchase of any Covered Product.  
27           An asterisk or other identifying method must be utilized to identify which product on the  
28           checkout page is subject to the Warning. In addition, for Covered Products sold over the

1 internet, the Warning may be provided through a clearly marked hyperlink using the word  
2 “**WARNING**” in all capital and bold letters on the Covered Product’s primary display page so  
3 long as the hyperlink links to a page prominently displaying the Warning without content that  
4 detracts from the Warning. A Warning is not prominently displayed if the purchaser has to  
5 search for it in the general content of the website.

6 The Warning shall be at least the same size as the largest of any other health or safety  
7 warnings also appearing on the website or on the label, and in no event less than six (6) point type.  
8 No statements intended to or likely to have the effect of diminishing the impact of the Warning on  
9 the average lay person shall accompany the Warning. Further, no statements may accompany the  
10 Warning that state or imply that the source of the listed chemical has an impact on or results in a  
11 less harmful effect of the listed chemical.

12 Heart & Soil Supplements must display the above Warning with such conspicuousness, as  
13 compared with other words, statements or designs on the label, or on its website, if applicable, to  
14 render the Warning likely to be read and understood by an ordinary individual under customary  
15 conditions of purchase or use of the product. Where a sign or label used to provide the Warning  
16 for a Covered Product includes consumer information about the Covered Product in a language  
17 other than English, the Warning must also be provided in that language in addition to English.

18 If the Covered Product is being sold via the internet or at brick-and-mortar establishments  
19 by a third-party seller or downstream reseller (collectively referred to as “Third-Party Seller(s)”),  
20 who is subject to Proposition 65 and known to and authorized by Heart & Soil Supplements to sell  
21 the Covered Product to California consumers, Heart & Soil Supplements may pass its obligation  
22 to provide an on-product or internet Warning to the Third-Party Seller(s) by complying with the  
23 following procedures: Heart & Soil Supplements must (a) notify the authorized Third-Party  
24 Seller and/or its authorized agent, in writing, of the authorized Third-Party Seller’s duty to provide  
25 an on-product or internet warning as part of the condition of sale of the Covered Product to Cali-  
26 fornia consumers, and (b) comply with 27 C.C.R. § 25600.2 (2026 version or as subsequently re-  
27 numbered) including, but not limited to, by providing the information required by 27 C.C.R. §  
28 25600.2 (2026 version or as subsequently renumbered), including the warning language required

1 by this Consent Judgment for Covered Products sold to California consumers, to any such author-  
2 ized Third-Party Seller (or its authorized agent). The written notice required by this Section shall  
3 instruct the Third-Party Seller that it is responsible for providing the Warning on the product and  
4 on the product and on its website for Covered Products sold to California consumers and that the  
5 Warning shall be provided with such conspicuousness, as compared with other words, statements  
6 or designs, as to render the Warning likely to be seen, read, and understood by an ordinary indi-  
7 vidual prior to sale. Confirmation of receipt of the written notice and any renewed written notices  
8 must be received electronically or in writing from the authorized Third-Party Seller, or its author-  
9 ized agent, to which Heart & Soil Supplements sent the written notice. If Heart & Soil Supple-  
10 ments is unable to obtain such confirmation of receipt, Heart & Soil Supplements shall confirm  
11 delivery of the notice and retain such confirmation of delivery in written or electronic form for at  
12 least one year.

13 For purposes of this Consent Judgment, the term “label” means a display of written,  
14 printed or graphic material that is printed on or affixed to a Covered Product or its immediate con-  
15 tainer or wrapper.

### 16 **3.3 Conforming Covered Products**

17 A Covered Product shall be considered a Conforming Covered Product, only for purposes  
18 of compliance with Proposition 65 for PFOS and PFNA, if there is no quantifiable level of PFOS  
19 and PFNA as determined by the quality control methodology described in Section 3.4. That a  
20 Covered Product is considered a Conforming Covered Product for purposes of this Section does  
21 not mean that it is compliant with Proposition 65 for any Proposition 65 listed chemical other than  
22 PFOS and PFNA.

### 23 **3.4 Testing and Quality Control Methodology**

24 **3.4.1** Beginning within one year of the Effective Date, Heart & Soil Supple-  
25 ments shall arrange for PFOS and PFNA testing of the Covered Product at least once a year for a  
26 minimum of three consecutive years by arranging for testing of three (3) randomly selected sam-  
27 ples of the Covered Product, in the form intended for sale to the end-user, which Heart & Soil  
28 Supplements intends to sell or is manufacturing for sale in California, directly selling to a

1 consumer in California or “Distributing into the State of California.” If tests conducted pursuant  
2 to this Section demonstrate that no Warning is required for the Covered Product during each of  
3 three consecutive years, then the testing requirements of this Section will no longer be required  
4 as to that Covered Product. However, if during the three-year testing period, Heart & Soil Sup-  
5 plements changes ingredient suppliers for the Covered Product and/or reformulates the Covered  
6 Product, Heart & Soil Supplements shall test that Covered Product annually for at least two (2)  
7 consecutive years after such change is made.

8           **3.4.2** All testing pursuant to this Consent Judgment shall be performed using a  
9 laboratory method that complies with the performance and quality control factors appropriate  
10 for the method used, including limit of detection and limit of quantification, sensitivity, accu-  
11 racy and precision that meets the following criteria: testing shall be conducted by Symbio La-  
12 boratories, or another lab that can achieve at least as sensitive of testing as Symbio Laborato-  
13 ries, using Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) and using the  
14 lowest reporting level that can be reliably quantified using available technologies for PFOS  
15 and PFNA, as applicable.

16           **3.4.3** All testing pursuant to this Consent Judgment shall be performed by an in-  
17 dependent third-party laboratory certified by the State of California or accredited by the State of  
18 California, a federal agency, the National Environmental Laboratory Accreditation Program, or  
19 similar nationally recognized accrediting organization to perform the particular method of detec-  
20 tion and analysis in question.

21           **3.4.4** Nothing in this Consent Judgment shall limit Heart & Soil Supple-  
22 ments’s ability to conduct, or require that others conduct, additional testing of the Covered  
23 Product, including the raw materials used in their manufacture.

24           **3.4.5** Within thirty (30) days of ERC’s written request, Heart & Soil Supple-  
25 ments shall deliver lab reports obtained pursuant to Section 3.4 to ERC. Heart & Soil Supple-  
26 ments shall retain all test results and documentation for a period of five years from the date of  
27 each test.

28           **3.4.6** The testing and reporting requirements of Section 3.4 do not apply to the

1 Covered Product if Heart & Soil Supplements provides a Warning, continuously and without  
2 interruption from the Compliance Date, pursuant to Section 3.2 of this Consent Judgment. In  
3 the event a Warning is provided after the Compliance Date but Heart & Soil Supplements  
4 thereafter ceases to provide the Warning specified in Section 3.2 for the Covered Product,  
5 Heart & Soil Supplements may only do so after it has tested the Covered Product, and Heart &  
6 Soil Supplements shall be required to comply with the testing and reporting requirements of  
7 Section 3.4 of this Consent Judgment immediately (or as soon as practicable) after the date the  
8 Warning ceases to be provided, unless Heart & Soil Supplements can show to the satisfaction  
9 of ERC that the cessation in providing the Warning was a temporary error that was resolved  
10 when discovered.

11 **3.5** Nothing in Section 3 of this Consent Judgment shall prevent or preclude ERC  
12 from obtaining and relying upon its own testing for purposes of enforcement, so long as such  
13 testing meets the requirements of Sections 3.4.3 and 3.4.4. Nothing in Section 3.4 of this Consent  
14 Judgment is intended by either party to set a precedent for the level of PFOS and PFNA, or other  
15 chemicals that are permissible in consumer products under Proposition 65.

#### 16 **4. SETTLEMENT PAYMENT**

17 **4.1** In full satisfaction of all potential civil penalties, additional settlement pay-  
18 ments, attorney's fees, and costs, Heart & Soil Supplements shall make a total payment of  
19 \$55,000.00 ("Total Settlement Amount") to ERC within 10 business days of the Effective Date  
20 ("Due Date"). Heart & Soil Supplements shall make this payment by wire transfer to ERC's ac-  
21 count, for which ERC will give Heart & Soil Supplements the necessary account information.  
22 The Total Settlement Amount shall be apportioned as follows:

23 **4.2** \$16,750.00 shall be considered a civil penalty pursuant to California Health and  
24 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$12,562.50) of the civil penalty to  
25 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% (\$4,187.50) of the civil penalty.

28 **4.3** \$2,822.04 shall be distributed to ERC as reimbursement to ERC for reasonable

1 costs incurred in bringing this action.

2           **4.4**     \$12,337.79 shall be distributed to ERC as an Additional Settlement Payment  
3 (ASP”), which shall be subject to the Court’s ongoing judicial oversight pursuant to California  
4 Code of Regulations, title 11, section 3204. ERC will utilize the ASP for activities that address  
5 the same public harm as allegedly caused by Defendant in this matter. These activities are de-  
6 tailed below and support ERC’s overarching goal of reducing and/or eliminating hazardous and  
7 toxic chemicals in dietary supplement products in California. ERC’s activities have had, and  
8 will continue to have, a direct and primary effect within the State of California because Cali-  
9 fornia consumers will be benefitted by the reduction and/or elimination of exposure to PFOS  
10 and PFNA in dietary supplements and/or by providing clear and reasonable warnings to Cali-  
11 fornia consumers prior to ingestion of the products.

12           Based on a review of past years’ actual budgets, ERC is providing the following list of  
13 activities ERC engages in to protect California consumers through Proposition 65 citizen en-  
14 forcement, along with a breakdown of how ASP funds will be utilized to facilitate those activi-  
15 ties: (1) ENFORCEMENT (up to 65-80%): obtaining, shipping, analyzing, and testing dietary  
16 supplement products that may contain PFOS and PFNA and are sold to California consumers.  
17 This work includes continued monitoring and enforcement of past consent judgments and set-  
18 tlements to ensure companies are in compliance with their obligations thereunder, with a spe-  
19 cific focus on those judgments and settlements concerning PFOS and PFNA. This work also  
20 includes investigation of new companies that ERC does not obtain any recovery through settle-  
21 ment or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM (up to 10-20%): maintain-  
22 ing ERC’s Voluntary Compliance Program by acquiring products from companies, developing  
23 and maintaining a case file, testing products from these companies, providing the test results  
24 and supporting documentation to the companies, and offering guidance in warning or imple-  
25 menting a self-testing program for PFOS and PFNA in dietary supplement products; and (3)  
26 “GOT LEAD” PROGRAM (up to 5%): maintaining ERC’s “Got Lead?” Program which re-  
27 duces the numbers of contaminated products that reach California consumers by providing ac-  
28 cess to free testing for lead in dietary supplement products (Products submitted to the program

1 are screened for ingredients which are suspected to be contaminated, and then may be pur-  
2 chased by ERC, catalogued, sent to a qualified laboratory for testing, and the results shared  
3 with the consumer that submitted the product).

4 ERC shall be fully accountable in that it will maintain adequate records to document  
5 and will be able to demonstrate how the ASP funds will be spent and can assure that the funds  
6 are being spent only for the proper, designated purposes described in this Consent Judgment.

7 ERC shall provide the Attorney General, within thirty days of any request, copies of documen-  
8 tation demonstrating how such funds have been spent.

9 **4.5** \$23,090.17 shall be distributed to ERC for its in-house legal fees. Except as ex-  
10 plicitly provided herein, each Party shall bear its own fees and costs.

11 **4.6** In the event Heart & Soil Supplements fail to remit the Total Settlement Amount  
12 owed under Section 4 of this Consent Judgment on or before the Due Date, Heart & Soil  
13 Supplements shall be deemed to be in material breach of their obligations under this Consent  
14 Judgment. ERC shall provide written notice of the delinquency to Heart & Soil Supplements via  
15 electronic mail. If Heart & Soil Supplements fails to deliver the Total Settlement Amount  
16 within 5 business days from the written notice, the Total Settlement Amount shall accrue  
17 interest at the statutory judgment interest rate provided in the California Code of Civil  
18 Procedure section 685.010, and any release provisions in Section 8 that are for the benefit of  
19 Heart & Soil Supplements and/or the Released Parties (as defined in Section 8.1) shall be  
20 suspended and waived during the period of time that transpires until the Total Settlement  
21 Amount is paid in full. Additionally, Heart & Soil Supplements agrees to pay ERC's  
22 reasonable attorneys' fees and costs for any efforts to collect the payment due under this  
23 Consent Judgment.

24 **5. MODIFICATION OF CONSENT JUDGMENT**

25 **5.1** This Consent Judgment may be modified or terminated only as to injunctive  
26 terms (i) by written stipulation of the Parties and upon entry by the Court of a modified consent  
27 judgment or (ii) by motion of either Party, pursuant to Sections 5.2 and 5.3 herein, based upon  
28 an agreement to modify the Consent Judgment, and upon entry by the Court of a modified

1 consent judgment.

2       **5.2** If either Party seeks to modify this Consent Judgment under Section 5.1, then it  
3 must provide written notice to the other party of its intent (“Notice of Intent”). If the Party re-  
4 ceiving the Notice of Intent seeks to meet and confer regarding the proposed modification in  
5 the Notice of Intent, then it must provide written notice to the Party seeking modification within  
6 thirty (30) days of receiving the Notice of Intent. If notice of a request to meet and confer is  
7 made within thirty (30) days of receiving the Notice of Intent, then the Parties shall meet and  
8 confer in good faith as required in this Section. The Parties shall meet in person, via remote  
9 meeting, or by telephone within thirty (30) days of the notification of intent to meet and confer.  
10 Within thirty (30) days of such meeting, if the Party receiving the Notice of Intent disputes the  
11 proposed modification, it shall provide a written basis for its position. The Parties shall con-  
12 tinue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining  
13 disputes. If the Parties are unable to resolve any remaining disputes related to the Notice of In-  
14 tent during this time period, then the Parties may agree in writing to different deadlines for the  
15 meet-and-confer period but are not required to do so.

16       **5.3** In the event that Heart & Soil Supplements initiates or otherwise requests a  
17 modification under Section 5.1, and the meet and confer process leads to an agreed upon mo-  
18 tion or stipulation for a modification of the Consent Judgment, Heart & Soil Supplements shall  
19 reimburse ERC its costs and reasonable attorneys’ fees for the time spent in the meet-and-con-  
20 fer process and filing and arguing the motion. ERC shall not be reimbursed for costs or attor-  
21 ney’s fees for an uncontested motion or stipulation (such as an applicable change in the law to  
22 which all Parties agree), or for a ministerial motion (such as a change in name or contact infor-  
23 mation) or if ERC does not expend more than two (2) hours of attorney time in the meet-and-  
24 confer process.

25       **5.4** If, after the Effective Date, OEHHA promulgates one or more final regulations  
26 requiring or permitting Proposition 65 warning text and/or methods of transmission applicable  
27 to the Covered Product and the chemicals at issue, which are different from those set forth  
28 above, or makes final approved revisions to regulations applicable to Proposition 65, the

1 Covered Product, and the chemicals at issue, including to 27 CCR section 25600.2 (2026  
2 version or as subsequently renumbered), then Heart & Soil Supplements shall be entitled to  
3 seek a modification of this Consent Judgment pursuant to this Section 5 so that it is in accord  
4 with such new regulations or regulatory changes by OEHHA, and consent to such modification  
5 shall not be unreasonably withheld or delayed by ERC.

6 **5.5** Further, if, after the Effective Date, OEHHA adopts one or more final  
7 regulations or final legislation either (a) providing that Proposition 65 warnings as to PFOS or  
8 PFNA are no longer required or (b) establishing a Maximum Allowable Dose Level for PFOS  
9 or PFNA that the Covered Product does not exceed, then Heart & Soil Supplements shall be  
10 entitled to seek a modification of this Consent Judgment pursuant to this Section 5 so that it is  
11 in accord with such new regulations or regulatory changes by OEHHA, and consent to such  
12 modification shall not be unreasonably withheld or delayed by ERC.

13 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
14 **JUDGMENT**

15 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or termi-  
16 nate this Consent Judgment.

17 **6.2** If ERC alleges that any Covered Product fails to qualify as a Conforming  
18 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall  
19 inform Heart & Soil Supplements in writing within a reasonably prompt time-period, not to  
20 exceed 60 days, after receiving its test results, including information sufficient to permit Heart  
21 & Soil Supplements to identify the Covered Product at issue. Heart & Soil Supplements shall,  
22 within thirty (30) days following such notice, provide ERC with testing information, from an  
23 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,  
24 demonstrating Heart & Soil Supplements' compliance with the Consent Judgment. The Parties  
25 shall first attempt to resolve the matter prior to ERC taking any further legal action or  
26 providing Heart & Soil Supplements a 60-day opportunity to cure.

27 **7. APPLICATION OF CONSENT JUDGMENT**

28 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their

1 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, di-  
2 visions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,  
3 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no application  
4 to any Covered Product that is distributed or sold exclusively outside the State of California and  
5 that is not used by California consumers, nor shall it apply to any other Heart & Soil Supplements  
6 products other than the Covered Product.

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

8 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on  
9 behalf of itself and its respective officers, directors, shareholders, employees, agents, parent  
10 companies, subsidiaries, divisions, and affiliates, and in the public interest, , and Heart & Soil  
11 Supplements and its respective officers, directors, shareholders, employees, agents, parent com-  
12 panies, subsidiaries, divisions, suppliers, franchisees, licensees, licensors, brand owners, and/or  
13 IP owners of Covered Products, customers (not including private label customers of Heart &  
14 Soil Supplements), distributors, wholesalers, retailers, and all other upstream and downstream  
15 entities in the distribution chain of any Covered Product, and the predecessors, successors, and  
16 assigns of any of them (collectively, “Released Parties”).

17 **8.2** ERC, acting in the public interest, releases the Released Parties from any and all  
18 claims for violations of Proposition 65 up to and including the Compliance Date based on ex-  
19 posure to PFOS and PFNA as set forth in the Notice of Violation and Complaint. ERC on be-  
20 half of itself and its respective officers, directors, shareholders, employees, agents, parent com-  
21 panies, subsidiaries, divisions, and affiliates, hereby fully releases and discharges the Released  
22 Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages,  
23 penalties, fees, costs, losses, and expenses asserted, or that could have been asserted, of every  
24 nature, character, and kind, whether known or unknown, in law or equity, fixed or contingent,  
25 now or in the future, suspected or unsuspected, from the handling, use, sale, distribution or  
26 consumption of the Covered Product, as to any alleged violation of Proposition 65 or its imple-  
27 menting regulations arising from the failure to provide Proposition 65 warnings on the Covered  
28 Product regarding PFOS and PFNA up to and including the Effective Date. However, Third-

1 Party Sellers that do not provide a Warning within a reasonable time after being instructed or  
2 notified by Heart & Soil Supplements to do so as outlined in Section 3.2, are not deemed to be  
3 compliant with Proposition 65 and are not released from liability for violations of Proposition  
4 65.

5 **8.3** ERC on its own behalf only, and Heart & Soil Supplements on its own behalf  
6 only, further waive and release any and all claims they may have against each other for all ac-  
7 tions or statements made or undertaken in the course of seeking or opposing enforcement of  
8 Proposition 65 in connection with the Notice and Complaint up to and including the Compli-  
9 ance Date, provided, however, that nothing in Section 8 shall affect or limit any Party's right to  
10 seek to enforce the terms of this Consent Judgment.

11 **8.4** It is possible that other claims not known to the Parties, arising out of the facts  
12 alleged in the Notice and Complaint, and relating to the Covered Product, will develop or be  
13 discovered. ERC on behalf of itself only, and Heart & Soil Supplements on behalf of itself only,  
14 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
15 claims up to and including the Compliance Date, including all rights of action therefor. ERC  
16 and Heart & Soil Supplements acknowledge that the claims released in Sections 8.2 and 8.3  
17 above may include unknown claims and nevertheless waive California Civil Code section 1542  
18 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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

23 ERC, on behalf of itself only, and Heart & Soil Supplements, on behalf of itself only,  
24 acknowledge and understand the significance and consequences of this specific waiver of Cali-  
25 fornia Civil Code section 1542.

26 **8.5** Compliance with the terms of this Consent Judgment shall be deemed to consti-  
27 tute compliance with Proposition 65 by any of the Released Parties regarding alleged expo-  
28 sures to PFOS and PFNA, as set forth in the Notice and Complaint. However, Third-Party

1 Sellers that do not provide a Warning within a reasonable time after being instructed or noti-  
2 fied by Heart & Soil Supplements to do so as outlined in Section 3.2, are not deemed to be  
3 compliant with Proposition 65 and are not released from liability for violations of Proposition  
4 65.

5 **8.6** Nothing in this Consent Judgment is intended to apply to any occupational or  
6 environmental exposures arising under Proposition 65, nor shall it apply to any of Heart & Soil  
7 Supplements' products other than the Covered Product.

8 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

9 In the event that any of the provisions of this Consent Judgment are held by a court to be  
10 unenforceable, the validity of the remaining enforceable provisions shall not be adversely af-  
11 fected.

12 **10. GOVERNING LAW**

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

15 **11. PROVISION OF NOTICE**

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

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

20 Chris Heptinstall, Executive Director, Environmental Research Center  
21 3111 Camino Del Rio North, Suite 400  
22 San Diego, CA 92108  
23 Ph: (619) 500-3090  
24 Email: [chris.heptinstall@erc501c3.org](mailto:chris.heptinstall@erc501c3.org)

25 With a copy to:

26 Charles W. Poss  
27 Environmental Research Center, Inc.  
28 3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
Ph: (619) 500-3090  
Email: [charles.poss@erc501c3.org](mailto:charles.poss@erc501c3.org)

///

1 **FOR HEART & SOIL SUPPLEMENTS LLC:**

2 Dean Brennan  
3 Chief Executive Officer  
4 26222 Ranch Road 12  
5 Dripping Springs, TX 78620  
6 Email: dean@heartandsoil.co

7 With a copy to:

8 Kevin Cammiso  
9 Kibler Fowler & Cave LLP  
10 11100 Santa Monica Blvd, Ste 500  
11 Los Angeles, CA 90025  
12 Telephone: (310) 409-0476  
13 Email: kcammiso@kfc.law

14 **12. COURT APPROVAL**

15 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a  
16 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
17 Consent Judgment.

18 **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
19 the Parties shall use their best efforts to resolve the concern in a timely manner, and, if  
20 possible, prior to the hearing on the motion.

21 **12.3** This Consent Judgment shall be null and void if it is not approved by the Court  
22 within one year after it has been fully executed by the Parties, or by such additional time as the  
23 Parties may agree to in writing.

24 **13. EXECUTION AND COUNTERPARTS**

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

28 **14. 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,

1 and no provision of this Consent Judgment shall be construed against any Party, based on the fact  
2 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
3 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
4 equally in the preparation and drafting of this Consent Judgment.

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

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

11 **16. ENFORCEMENT**

12 This Court has jurisdiction to enter and enforce the provisions of this Consent Judgment  
13 pursuant to California Code of Civil Procedure Section 664.6 (2026 version, or as subsequently  
14 renumbered) and Proposition 65.

15 **17. ENTIRE AGREEMENT, AUTHORIZATION**

16 **17.1** This Consent Judgment contains the sole and entire agreement and  
17 understanding of the Parties with respect to the entire subject matter herein, including any and  
18 all prior discussions, negotiations, commitments, and understandings related thereto. No  
19 representations, oral or otherwise, express or implied, other than those contained herein have  
20 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
21 herein, shall be deemed to exist or to bind any Party.

22 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully  
23 authorized by the Party he or she represents to stipulate to this Consent Judgment.

24 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**  
25 **CONSENT JUDGMENT**

26 This Consent Judgment has come before the Court upon the request of the Parties. The  
27 Parties request the Court to fully review this Consent Judgment and, being fully informed regard-  
28 ing the matters which are the subject of this action, to:

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


4 (2) Make the findings pursuant to California Health and Safety Code section  
5 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

6 (3) Retain jurisdiction, pursuant to Section 664.6 of the Code of Civil Procedure, after  
7 the Consent Judgment is entered in order to enforce, modify, or terminate this Consent Judgment.

8 **IT IS SO STIPULATED:**

9 Dated: June 1, 2026

ENVIRONMENTAL RESEARCH  
CENTER, INC.

11  
12 By:   
13 Chris Heptinstall  
14 Executive Director

15 Dated: June 01, 2026

HEART & SOIL SUPPLEMENTS LLC

16 *Dean Brennan*  
17 \_\_\_\_\_  
18 By: Dean Brennan  
19 Its: Chief Executive Officer

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1 **APPROVED AS TO FORM:**

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Dated: June 1, 2026

ENVIRONMENTAL RESEARCH CENTER,  
INC.

By:   
Charles W. Poss  
In-House Counsel

Dated: June 1, 2026

KIBLER FOWLER & CAVE LLP

By:   
Kevin Cammiso  
Attorney for Defendant Heart & Soil  
Supplements LLC

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**ORDER AND JUDGMENT**

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: \_\_\_\_\_, 2026

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Judge of the Superior Court

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# EXHIBIT A



## Environmental Research Center

3111 Camino Del Rio North, Suite 400  
San Diego, CA 92108  
619-500-3090

November 10, 2025

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

**\*This Supplemental Notice is being issued to amend one of the chemicals referenced on November 7, 2025, Notice of Violation AG Number 2025-04561, to reflect Perfluorooctane Sulfonate (PFOS) instead of Perfluorooctanoic Acid (PFOA).**

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I am the In-House Counsel for Environmental Research Center, Inc. (“ERC”). 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 Violator 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 Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, 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 attached with the copy of this letter served to the alleged Violator identified below.

**Alleged Violator.** The name of the company covered by this notice that violated Proposition 65 (hereinafter the “Violator”) is:

**Heart & Soil Supplements LLC**

**Consumer Product and Listed Chemicals.** The product that is the subject of this notice and the chemicals in that product identified as exceeding allowable levels are:

**Heart & Soil Pure American Liver 500 MG Each 180 Capsules- Perfluorooctane Sulfonate (PFOS), Perfluorononanoic acid (PFNA)**

On November 10, 2017, the State of California officially listed Perfluorooctane Sulfonate (PFOS) as a chemical known to cause developmental toxicity. On December 24, 2021, the State of California officially listed Perfluorooctane Sulfonate (PFOS) as a chemical known to cause cancer

On December 31, 2021, the State of California officially listed Perfluorononanoic acid (PFNA) and its salts as a chemical known to cause reproductive toxicity.

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 these chemicals has been and continues to be through ingestion.

**Approximate Time Period of Violations.** Ongoing violations have occurred every day since at least November 7, 2022\*, 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 these known toxic chemicals are 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 chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons ingesting this product with appropriate warnings that they are being exposed to these chemicals.

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 Violator to: (1) reformulate the identified product so as to eliminate further exposures to the identified chemicals, 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 chemicals, as well as expensive and time-consuming litigation.

Please direct all questions concerning this notice to my attention, or Chris Heptinstall, Executive Director of ERC, at the above-listed address and telephone number.

\*reflects date of original Notice of Violation dated November 7, 2025

Sincerely,



---

Charles Poss  
In-House Counsel  
Environmental Research Center

Attachments

- Certificate of Merit
- Certificate of Service
- OEHHA Summary (to Heart & Soil Supplements LLC and its Registered Agent for Service of Process only)
- Additional Supporting Information for Certificate of Merit (to AG only)

**CERTIFICATE OF MERIT**

**Health and Safety Code Section 25249.7 (d)**

**Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by Heart & Soil Supplements LLC**

I, Charles Poss, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

2. I am the attorney for the noticing party, Environmental Research Center.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemicals that are the subject of the action.

4. Based on the information obtained through those consultations, and on all 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 plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 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.

Dated: November 10, 2025



---

Charles Poss

**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 November 10, 2025, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS 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 in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Dean Brennen, Chief Executive Officer  
or Current President or CEO  
Heart & Soil Supplements LLC  
26222 Ranch Rd 12  
Dripping Springs, TX 78620

United States Corporation Agents, Inc.  
(Registered Agent for Heart & Soil  
Supplements LLC)  
10601 Clarence Dr, Ste 250  
Frisco, TX 75033

Dean Brennen, Chief Executive Officer  
or Current President or CEO  
Heart & Soil Supplements LLC  
1355 W Gray St  
Houston, TX 77019

On November 10, 2025, 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  
Post Office Box 70550  
Oakland, CA 94612-0550

On November 10, 2025, between 8:00 a.m. and 5:00 p.m. Eastern Time, 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:

Royl Roberts, Interim District Attorney  
Alameda County  
7677 Oakport Street, Suite 650  
Oakland, CA 94621  
CEPDProp65@acgov.org

Barbara Yook, District Attorney  
Calaveras County  
891 Mountain Ranch Road  
San Andreas, CA 95249  
Prop65Env@co.calaveras.ca.us

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

November 10, 2025

Page 5

Stacey Grassini, Deputy District Attorney  
Contra Costa County  
900 Ward Street  
Martinez, CA 94553  
sgrassini@contracostada.org

James Clinchard, Assistant District Attorney  
El Dorado County  
778 Pacific Street  
Placerville, CA 95667  
EDCDAPROP65@edcda.us

Lisa A. Smittcamp, District Attorney  
Fresno County  
2100 Tulare Street  
Fresno, CA 93721  
consumerprotection@fresnocountyca.gov

Thomas L. Hardy, District Attorney  
Inyo County  
168 North Edwards Street  
Independence, CA 93526  
inyoda@inyocounty.us

Devin Chandler, Program Coordinator  
Lassen County  
2950 Riverside Dr  
Susanville, CA 96130  
dchandler@co.lassen.ca.us

Lori E. Frugoli, District Attorney  
Marin County  
3501 Civic Center Drive, Suite 145  
San Rafael, CA 94903  
consumer@marincounty.org

Walter W. Wall, District Attorney  
Mariposa County  
P.O. Box 730  
Mariposa, CA 95338  
mcda@mariposacounty.org

Kimberly Lewis, District Attorney  
Merced County  
550 West Main St  
Merced, CA 95340  
Prop65@countyofmerced.com

Jeannine M. Pacioni, District Attorney  
Monterey County  
1200 Aguajito Road  
Monterey, CA 93940  
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney  
Napa County  
1127 First Street, Ste C  
Napa, CA 94559  
CEPD@countyofnapa.org

Clifford H. Newell, District Attorney  
Nevada County  
201 Commercial St  
Nevada City, CA 95959  
DA.Prop65@co.nevada.ca.us

Todd Spitzer, District Attorney  
Orange County  
300 N Flower St  
Santa Ana, CA 92703  
Prop65notice@ocdapa.org

Morgan Briggs Gire, District Attorney  
Placer County  
10810 Justice Center Drive  
Roseville, CA 95678  
Prop65@placer.ca.gov

David Hollister, District Attorney  
Plumas County  
520 Main St  
Quincy, CA 95971  
davidhollister@countyofplumas.com

Paul E. Zellerbach, District Attorney  
Riverside County  
3072 Orange Street  
Riverside, CA 92501  
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney  
Sacramento County  
901 G Street  
Sacramento, CA 95814  
Prop65@sacda.org

Summer Stephan, District Attorney  
San Diego County  
330 West Broadway  
San Diego, CA 92101  
SanDiegoDAProp65@sdca.org

Mark Ankcorn, Deputy City Attorney  
San Diego City Attorney  
1200 Third Avenue  
San Diego, CA 92101  
CityAttyProp65@sandiego.gov

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

November 10, 2025

Page 6

Alexandra Grayner, Assistant District Attorney  
San Francisco District Attorney's Office  
350 Rhode Island Street  
San Francisco, CA 94103  
Alexandra.grayner@sfgov.org

Nora V. Frimann, City Attorney  
Santa Clara City Attorney  
200 E. Santa Clara Street, 16<sup>th</sup> Floor  
San Jose, CA 96113  
Proposition65notices@sanjoseca.gov

Henry Lifton, Deputy City Attorney  
San Francisco City Attorney  
1390 Market Street, 7th Floor  
San Francisco, CA 94102  
Prop65@sfcityatt.org

Jeffrey S. Rosell, District Attorney  
Santa Cruz County  
701 Ocean Street  
Santa Cruz, CA 95060  
Prop65DA@santacruzcounty.us

Tori Verber Salazar, District Attorney  
San Joaquin County  
222 E. Weber Avenue, Room 202  
Stockton, CA 95202  
DAConsumer.Environmental@sjcda.org

Carla Rodriguez, District Attorney  
Sonoma County  
600 Administration Dr, Rm 212  
Santa Rosa CA 95403  
ECLD@sonoma-county.org

Eric J. Dobroth, Deputy District Attorney  
San Luis Obispo County  
County Government Center Annex, 4<sup>th</sup> Floor  
San Luis Obispo, CA 93408  
edobroth@co.slo.ca.us

Phillip J. Cline, District Attorney  
Tulare County  
221 S Mooney Blvd  
Visalia, CA 95370  
Prop65@co.tulare.ca.us

Christopher Dalbey, Deputy District Attorney  
Santa Barbara County  
1112 Santa Barbara Street  
Santa Barbara, CA 93101  
DAProp65@co.santa-barbara.ca.us

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

Bud Porter, Supervising Deputy District Attorney  
Santa Clara County  
70 W Hedding St  
San Jose, CA 95110  
EPU@da.sccgov.org

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

On November 10, 2025, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS, 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 with the U.S. Postal Service with the postage fully prepaid for delivery by First Class Mail.

Executed on November 10, 2025, in Fort Oglethorpe, Georgia.

  
Debra Wright

**Service List**

District Attorney, Alpine  
County  
P.O. Box 248  
17300 Hwy 89  
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 6<sup>th</sup> St  
Colusa, CA 95932

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

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

District Attorney, Humboldt  
County  
825 5th Street 4<sup>th</sup> 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  
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## 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.<sup>1</sup> 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

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<sup>1</sup> 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](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 contaminant<sup>2</sup> 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.

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<sup>2</sup> 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](mailto: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.