		Superior Court of California						
1	JAMES KAWAHITO (SBN 234851) KAWAHITO LAW GROUP APC	County of Los Angeles 08/1 7/2 023						
2	300 Corporate Pointe, Suite 340	David W. Stayton, Executive Officer / Clerk of Court						
3	Culver City, CA 90230 Telephone: (310) 746-5300 Facsimile: (310) 593-2520	By: E. Ma Reyes Deputy						
4	Email: jkawahito@kawahitolaw.com							
5	Attorneys for Plaintiff EnviroProtect, LLC							
6	SUPERIOR COURT OF THE STATE OF CALIFORNIA							
7								
8	8 COUNTY OF LOS ANGELES							
9	ENVIROPROTECT, LLC, in the public	G N 220TOV25454						
10	interest,	Case No.: 22STCV35454						
11	Plaintiff,	-{PROPOSED} AMENDED JUDGMENT PURSUANT TO TERMS OF						
12	vs.	PROPOSITION 65 SETTLEMENT AND AMENDED CONSENT JUDGMENT						
13	GMA ACCESSORIES, INC., a New York							
14	Corporation; T.J. MAXX OF CA, LLC, a California Corporation; and DOES 1 through	Violation of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986						
15	50, inclusive,	(Health and Safety Code § 25249.5 et seq.)						
16	Defendants.	Date: August 17, 2023						
17		Time: 8:30 a.m. Dept.: 48						
18		Judge: Honorable Thomas D. Long						
19		Reservation ID: 827310700309						
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-{PROPOSED}-AMENDED JUDGMENT

Plaintiff EnviroProtect, LLC and defendant GMA Accessories, Inc., having agreed through their respective counsel that Judgment be entered pursuant to the terms of their settlement agreement in the form of a stipulated judgment ("Amended Consent judgment"), and following this Court's issuance of an order approving their Proposition 65 settlement and Amended Consent Judgment, and for good cause being shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health and Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6, judgment is hereby entered in accordance with the terms of the Amended Consent Judgment attached hereto as Exhibit 1. By stipulation of the parties, the Court will retain jurisdiction to enforce the terms of the Amended Consent Judgment under Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: 08/17/2023

HON SE JUDGE OF THE SUPERIOR COURT Thomas D. Long / Judge

EXHIBIT 1

1 2 3 4 5	JAMES KAWAHITO (SBN 234851) KAWAHITO LAW GROUP APC 300 Corporate Pointe, Suite 340 Culver City, CA 90230 Telephone: (310) 746-5300 Facsimile: (310) 593-2520 Email: jkawahito@kawahitolaw.com Attorneys for Plaintiff EnviroProtect, LLC						
6	SUPERIOR COURT OF TE	IE STATE OF CALIFORNIA					
7		COUNTY OF LOS ANGELES					
8							
9	ENVIROPROTECT, LLC, in the public interest,	Case Number: 22STCV35454					
10	Plaintiff,	AMENDED [PROPOSED] STIPULATED CONSENT					
11	·	JUDGMENT					
12	V8. GMA ACCESSORIES INC. a New York	HEALTH AND SAFETY CODE § 25249.6					
13	GMA ACCESSORIES, INC., a New York Corporation; T.J. MAXX OF CA, LLC, a California Corporation; and DOES 1 through						
14	50, inclusive,						
15	Defendants.						
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1. Introduction

1.1. EnviroProtect, LLC and GMA Accessories, Inc.

This Consent Judgment is entered into by and between plaintiff EnviroProtect, LLC ("EP" or "Plaintiff") and defendant GMA Accessories, Inc. ("GMA" or "Defendant") with GMA and EP each individually referred to as a "Party" and collectively as the "Parties."

1.2. Plaintiff

EP is a limited liability company duly organized and existing in the State of California, which seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products.

1.3. Defendant

Plaintiff alleges that GMA employs ten or more persons and is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.6 et seq. ("Proposition 65").

1.4. General Allegations

EP alleges that GMA has manufactured, sold, and/or distributed for sale in California, certain products described more specifically below containing Di-(2-ethylhexyl) phthalate ("DEHP"), a chemical listed by the State of California under Proposition 65, without providing a required Proposition 65 warning. DEHP shall be referred to hereinafter as the "Listed Chemical."

1.5. Product Description

Hair accessories and their packaging, including the Charlotte Hair Elastics and Storage Bags, manufactured, imported, sold and/or distributed for sale in California by GMA ("Covered Products").

1.6. Notice of Violation

On May 12, 2022, EP served GMA, T.J. Maxx of CA, LLC ("TJ Maxx"), and the requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice") alleging that GMA and

 TJ Maxx violated Proposition 65. The Notice alleged that GMA and TJ Maxx failed to warn its customers and consumers in California that the Covered Products contain DEHP.

1.7. Complaint

On November 8, 2022, Plaintiff, who was and is acting in the interest of the general public in California, filed a complaint ("Complaint" or "Action") in the Superior Court in and for the County of San Francisco against GMA and Does 1 through 50, alleging violations of Health & Safety Code §25249.6 based on the alleged exposures to DEHP contained in the Covered Products sold by GMA.

1.8. No Admission

The Parties enter into this Consent Judgment as a full and final settlement of all claims that were raised or that could have been raised in the Notice, arising out of the facts and/or conduct alleged therein. GMA denies the material, factual and legal allegations contained in EP's Notice and the Complaint, including, but not limited to, those GMA expressly challenged in these proceedings. GMA enters into this Consent Judgment solely to avoid the inherent cost and uncertainty related to litigation. GMA maintains that all products, including but not limited to the Covered Products, that it has manufactured, imported, sold and/or distributed for sale in California have always been and are in compliance with all applicable laws, regulations, and standards, and are completely safe for their intended use. Nothing in this Consent Judgment shall be construed as an admission by GMA of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by GMA of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by GMA. However, this section shall not diminish or otherwise affect GMA's obligations, responsibilities, and duties hereunder.

1.9. Consent to Jurisdiction

For purposes of this Consent Judgment only, and in compromise and settlement, the Parties stipulate that: (1) this Court has jurisdiction over GMA as to the allegations contained in the

Complaint; 2) that venue is proper in the County of Los Angeles; and 3) that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

1.10. Effective Date

For purposes of this Consent Judgment, the term "Effective Date" shall mean the date on which the Court approves this Consent Judgment, including any unopposed tentative ruling granting approval of this Consent Judgment.

2. Injunctive Relief: Reformulated Products and Warnings

2.1. Reformulation Standard and Schedule

that are imported, manufactured and/or sold or offered for sale or purchase for sale in or into California, shall be deemed to comply with Proposition 65, and be exempt from any Proposition 65 warning requirements with respect to DEHP if they meet the standard of "Reformulated Products." "Reformulated Products" shall mean Covered Products with accessible components containing less than or equal to 1,000 parts per million (0.1%) DEHP in each accessible component when analyzed pursuant to Environmental Protection Agency testing methodologies 3580A and 8270C, CPSC-CH-C1001-09.3 or equivalent methodologies utilized by federal or state agencies for the purpose of determining DEHP content in a solid substance ("Reformulation Standard"). Notwithstanding the preceding, Covered Products manufactured prior to the Effective Date or currently in the channels of distribution with distributors and retailers may continue to be sold-through without reformulation or warning by GMA and "Releasees" (as that defined in Section 5.1, infra).

2.2. Warning Option

Covered Products that do not meet the warning exemption standard set forth in Section 2.1 above shall be accompanied by a warning as described in Section 2.3 below. Notwithstanding the preceding, Covered Products manufactured prior to the Effective Date or currently in the channels

of distribution with distributors and retailers may continue to be sold-through without reformulation or warning by GMA and "Releasees" (as that defined in Section 5.1, infra).

2.3. Warning Language

Covered Products manufactured after the Effective Date for sale in California that do not qualify as Reformulated Products shall contain a Proposition 65 warning affixed to the packaging, labeling, or directly on each Product. The warning shall state either:

A WARNING: This product can expose you to chemicals including Di-(2-ethylhexyl) phthalate (DEHP), which are known to the State of California to cause cancer, and birth defects or other reproductive harm.

www.P65Warnings.ca.gov.

A WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

The warning shall contain a yellow triangle with an exclamation point as set forth above. The warning shall be prominently displayed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user is reasonably likely to understand the Covered Products the warning applies, so as to minimize the risk of consumer confusion. In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations applicable to the covered product and the Listed Chemical requiring or permitting warning text and/or methods of transmission different than those set forth above, GMA shall be entitled to use, at its discretion, such other warning text and/or methods of transmission without being deemed in breach of this Consent Judgment, as long as such warning text and methods of transmission comply with OEHHA regulations.

2.4 Internet Warnings

For any Covered Products sold by GMA through the internet, the relevant warnings shall

comply with the requirements of 27 Cal. Code Regs. § 25602(b), effective August 30, 2018.

3. MONETARY PAYMENTS

3.1. Payments Pursuant to Health & Safety Code § 25249.7(b)

GMA shall pay a total civil penalty of \$3,000, to be apportioned in accordance with California Health & Safety Code §§25249.12(c) & (d), with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to EP. GMA shall issue two separate checks for the penalty payment: (a) one check made payable to the Kawahito Law Group in Trust for the State of California's Office of Environmental Health Hazard Assessment ("in Trust for OEHHA") in the amount of \$2250, representing 75% of the total civil penalty; and (b) one check to "Kawahito Law Group in Trust for EnviroProtect LLC" in the amount of \$750, representing 25% of the total civil penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486). The second 1099 shall be issued to Kawahito Law Group APC, who shall furnish a W2 at least five calendar days before payment is due.

The payments shall be delivered to EP's counsel at the following address within ten days of the Effective Date of this Consent Judgment:

James Kawahito, Esq.
Kawahito Law Group APC
300 Corporate Pointe, Suite 340
Culver City, CA 90230

4. REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS

The Parties acknowledge that EP and its counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving any fee reimbursement issue to be resolved after the material terms of the Consent Judgment had been settled. The Parties reached an accord on the compensation due to EP and its counsel under general contract principles and the private attorney general doctrine codified at California Code of

Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this Consent Judgment. GMA shall reimburse EP and its counsel in the total amount of \$30,000 for all attorney's fees, investigative and consulting costs, and all other expenses of any kind incurred by EP as a result of investigating, bringing this matter to the attention of GMA, negotiating this Consent Judgment, drafting the Complaint, and preparing the necessary briefing to obtain Court approval of the Consent Judgment. GMA shall make the check payable to "Kawahito Law Group APC" and shall deliver payment within ten days of the Effective Date to:

James Kawahito, Esq.
Kawahito Law Group APC
Attn. EP v. GMA
300 Corporate Pointe, Suite 340
Culver City, CA 90230

To allow for the issuance of a timely payment pursuant to the above, EP shall provide GMA with a completed IRS Form W-9 for the Kawahito Law Group APC upon request.

5. RELEASE OF CLAIMS

5.1. Release of GMA

This Consent Judgment is a full, final and binding resolution and judgment between EP, on behalf of itself and "in the public interest" as that phrase is understood pursuant to Health & Safety Code Section 25249.7, and its past and current agents, representatives, attorneys, successors and/or assignees (the "Releasors"), on the one hand, and GMA, its parent, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, licensors, licensees, and each entity to whom GMA directly or indirectly distributes or sells the Covered Products, including but not limited to TJ Maxx, its parents, subsidiaries, and affiliate companies, and other downstream retailers, distributors, wholesalers, customers, marketplace hosts, franchisers, cooperative members, licensors, licensees, and the successors and assigns of any of them ("Releasees"), on the other hand, of any violation of Proposition 65 that was or could have been asserted by EP on behalf of itself and the public interest, as defined above, against GMA or

the Releasees based on the alleged failure to warn about alleged exposures to DEHP contained in the Covered Products that were manufactured, imported, distributed, sold and/or offered for sale up through the Effective Date by GMA (either directly or through any of the Releasees).

Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Defendant with respect to the alleged or actual failure to warn about exposures to DEHP from Covered Products manufactured, imported, sold or distributed for sale by Defendant after the Effective Date.

The Parties further intend this Consent Judgment to provide, to the fullest extent allowed by law, res judicata and collateral estoppel protection for GMA and each of the Releasees against any and all claims relating to the allegations of violations of Proposition 65 in the Notice, whether brought by EP in its own capacity or in the public interest, as defined above, or by an entity in privity with EP.

5.2 EP's Individual Release of Claims

EP, in its individual capacity only and not in its representative capacity, and on behalf of its past and current agents, principals, attorneys, predecessors, successors, assignees and heirs hereby also provides a release to GMA and the Releasees, which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, whether known or unknown, suspected or unsuspected, arising out of the Covered Products manufactured, imported, distributed or sold by GMA before the Effective Date. EP further acknowledges that it is familiar with Civil Code section 1542, which provides as follows:

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

EP, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignces, expressly waives and relinquishes any and all rights and benefits that it may have under, or which may be conferred on it by the provisions of Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters herein.

5.2. GMA's Release of EP

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

6. COURT APPROVAL

This Consent Judgment is not effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the Court.

7. SEVERABILITY

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

8. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then GMA may provide Plaintiff with written notice of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment, with respect to, and to the extent that, the Covered Products are so affected.

9. JOINT PREPARATION

The Parties have jointly participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

10. Entire Agreement

This Consent Judgment 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. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver unless set forth in writing between the Parties.

11. NOTICES

Unless specified herein, all correspondence and notice required to be provided pursuant to this Consent Judgment shall be in writing and, with courtesy copies to counsel delivered by email, sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For GMA:

Bao Vu Stoel Rives LLP 1 Montgomery Street, Suite 3230 San Francisco, CA 94104 bao.vu@stoelrives.com

For EP:

EnviroProtect, LLC.

3142 W. 59th Pl.

Los Angeles, CA 90043

with a copy to:

James K. Kawahito

Kawahito Law Group APC

Attn. EP v. GMA

300 Corporate Pointe, Suite 340

Culver City, CA 90230 jkawahito@kawahitolaw.com

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

12. COUNTERPARTS; FACSIMILE SIGNATURES

This Consent Judgment may be executed in counterparts and by facsimile or 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.

13. COMPLIANCE WITH HEALTH & SAVETY CODE § 25249.7

EP and his attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code Section 25249.7(f).

14. Additional Post Execution Activities

The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. In furtherance of obtaining such approval, EP shall be responsible for preparing the motion to approve the Consent Judgment. GMA and their respective counsel agree to mutually employ their best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. For purposes of this paragraph, best efforts shall include at a minimum, cooperating in Plaintiff's drafting and filing of any papers in support of the required motion for judicial approval. Upon judicial approval of this Consent Judgment, EP agrees to file a dismissal as to all causes of action against all named Defendants with prejudice

within 3 calendar days, and EP agrees to take any further action necessary to effectuate such dismissal.

15. MODIFICATION

This Consent Judgment may be modified only: (1) by written agreement of the parties and upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion of any party and entry of a modified consent judgment by the Court. The Attorney General shall be served with notice of any proposed modification to this Consent Judgment at least fifteen days in advance of its consideration by the Court. To the extent either party alleges a breach of this Consent Judgment, written notice shall be provided to the party in alleged breach and the Parties shall thereafter meet and confer for at least 30 days to try to informally resolve the dispute before either Party files a motion to enforce.

16. AUTHORIZATION

AGREED TO:

The undersigned are authorized to stipulate to, enter into, and execute this Consent

Judgment on behalf of their respective parties, and have read, understood, and agree to all of the
terms and conditions of this Consent Judgment.

AGREED TO:

Date: 7/17/23	Date: 7/17/2023
6121	AA 1
By: Milis John EnviroProtect, LLC	By: Solve Chin
EnviroProtect, LLC	GMA Accessories, Inc.

Dated:	JUDGE OF THE SUPERIOR COURT
	JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE I am employed in the County of Los Angeles, State of California. I am over the age of 2 18 and not a party to this action; my current business address is 300 Corporate Pointe, Suite 340, Culver City, CA 90230 On July 24, 2023, I served the foregoing document(s) described as: 4 [PROPOSED] AMENDED JUDGMENT PURSUANT TO TERMS OF 5 PROPOSITION 65 SETTLEMENT AND CONSENT JUDGMENT 6 on the interested parties in this action as follows: **Proposition 65 Enforcement Reporting** Bao M. Vu, Esq. 8 Attention: Prop 65 Coordinator Kelly V. Beskin, Esq. 1515 Clay Street, Suite 2000 9 Stoel Rives LLP Post Office Box 70550 1 Montgomery Street, Suite 3230 Oakland, California 94612-0550 10 San Francisco, CA 94104 11 bao.vu@stoel.com Prop65.Motions@doj.ca.gov kelly.beskin@stoel.com 12 BY THE FOLLOWING MEANS: 13 BY MAIL I placed the envelope(s) with postage thereon fully prepaid in the United States 14 mail, at Culver City, California. 15 I am readily familiar with the firm's practice of collection and processing 16 correspondence for mailing with the United States Postal Service; the firm deposits the collected correspondence with the United States Postal Service that same day, in the ordinary course of business, with postage thereon fully prepaid, 17 at Culver City, California. I placed the envelope(s) for collection and mailing on the above date following ordinary business practices. 18 19 BY E-MAIL 20 Due to the Covid-19 pandemic our office is working remotely the majority of the week and not able to send physical mail per standard business practices. We 21 will provide a physical copy, upon request only. A true and correct copy of the document listed above was electronically served on the email addresses listed 22 above. 23 Executed on July 24, 2023, at Culver City, California. I declare under penalty of perjury under the laws of the State of California that 24 X the above is true and correct. 25 I declare that I am employed in the office of a member of the bar of this court at 26 whose direction the service was made. 27 28 Sebastian Burnside

PROOF OF SERVICE

Make a Reservation

ENVIROPROTECT, LLC vs GMA ACCESSORI Case Number: 225TCV35454 Case Type: Civil United					
Date Filed: 2022-11-08 Location: Stanley Mosk Courthouse - Department 48					
Reservation					
Case Name: ENVIROPROTECT, LLC vs GMA ACCESSORIES, INC., A NEW YORK CORPORATION;, et al.	Case Number: 22STCV35454				
Reservation Case Name: ENVIROPROTECT, LLC vs GMA ACCESSORIES, INC., A NEW YORK CORPORATION;, et al. Type: Motion re: (To Approve Proposition 65 Settlement and Consent Judgment) Filing Party: Enviroprotect, LLC (Plaintiff) Dete/Time: 08/17/2023 8:30 AM Reservation ID: 827310700309 Fees Description Motion re: (name extension) Credit Card Percentage Fee (2.75%)	Status: RESERVED				
	protect, LLC (Plaintiff) Stanley Mosk Courthouse - Department 48 Number of Motions: /2023 8:30 AM 1				
Fees					
Description		Fee:	Qty		Amount
Motion re: (name extension)	<u>:</u>	60.00	1	:	60.00
Credit Card Percentage Fee (2.75%)	1	1.65	1		1.65
IOTAL		•		•	\$41.65
Payment					
Amount: \$61.65	Type: Visa	•			
Account Number: 0000(2474	Authorization: 00113G				
Payment Dute: 1969-12-31					1
Print Receipt + Reserve Another Hearing	••••••••••••••••••••••••••••••••••••••				

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