

6

Brian C. Johnson, State Bar No. 235965
SEVEN HILLS LLP
4 Embarcadero Center, Suite 1400
San Francisco, California 94111
Telephone: (415) 926-7247
brian@sevenhillslp.com
rebecca@sevenhillslp.com

Attorneys for Plaintiff
CENTER FOR ADVANCED PUBLIC AWARENESS

Daniel A. Solitro, State Bar No. 243908
TROUTMAN PEPPER LOCKE LLP
350 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Telephone: (213) 687-6747 Direct
Facsimile: (213) 485-1200 Fax
daniel.solitro@troutman.com

Attorneys for Defendants
GAMESTOP CORP.; UNCANNY BRANDS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CENTER FOR ADVANCED PUBLIC
AWARENESS,

Plaintiff,

v.

GAMESTOP CORP.; UNCANNY
BRANDS, LLC; and DOES 1-30, inclusive,

Defendants.

Case No. CGC-24-613386

Julio
[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 et seq. and
Code of Civil Procedure § 664.6)

FILED

San Francisco County Superior Court

SEP 18 2025

CLERK OF THE COURT

BY:

Deputy Clerk

1. INTRODUCTION

This Consent Judgment is entered into by and between Center for Advanced Public Awareness (“CAPA”) on the one hand, and Uncanny Brands LLC and Gamestop Corp. (collectively, “Settling Defendants”) on the other hand, with CAPA and Settling Defendants each individually referred to as a “Party” and, collectively, the “Parties,” to resolve the allegations in the October 24, 2023 60-Day Notices of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

1.1 The Parties

CAPA is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. Settling Defendants are each a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

CAPA alleges that Settling Defendants manufacture, import, sell, and distribute for sale in California (a) mugs with exterior decoration containing Lead, including but not limited to, *Pokémon 1-Cup Coffee Maker, Item CM-POK-PK1, UPC: 8 40790 12104 8* and *Animal Crossing Holiday Mug, (22) 276440, UPC 8 47509 06004 9*, (b) glassware with exterior decoration containing Lead, including but not limited to, *Super Mario Drinkware Set, 21CL-NINSM-VILLAINS8PCSET, UPC 8 47509 06974 5*, (c) coasters containing di(2-ethylhexyl) phthalate (“DEHP”), including but not limited to, *Super Mario Drinkware Set, 21CL-NINSM-VILLAINS8PCSET, UPC 8 47509 06974 5*, without providing the health hazard warning that CAPA alleges is required by Proposition 65. Mugs with exterior decoration and glassware with exterior decoration are referred to hereinafter as the “Drinkware.” Coasters are referred to hereinafter as the “Coasters.” Drinkware and Coasters are collectively referred to collectively as the “Products.” Lead and DEHP are each listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Notice of Violation

On October 24, 2023, CAPA served Uncanny Brands LLC, Gamestop Corp the Office of the Attorney General of the State of California ("OAG"), and all requisite public enforcement agencies with two 60-Day Notices of Violation ("Notice"). In the Notice, CAPA alleges Settling Defendants violated Proposition 65 by failing to warn their customers and consumers in California that the Products can expose consumers and other individuals to DEHP and Lead. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

1.4 Complaint

On March 26, 2024, CAPA commenced the instant action ("Complaint"), naming Uncanny Brands LLC and Gamestop Corp. as defendants for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Settling Defendants deny each the material, factual and legal allegations contained in the Notice and Complaint and maintain all products they have sold or distributed for sale in California, including the Products, comply with all laws. No term of this Consent Judgment nor Settling Defendants' compliance with its terms shall be deemed an admission by Settling Defendants of any fact, finding, legal issue or conclusion, or violation of any law. This Section shall not, however, diminish or otherwise affect Settling Defendants' obligations, responsibilities, and duties under this Consent Judgment.

1.6 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Settling Defendants as to the allegations in the Complaint; that venue is proper in the Superior Court for the County of San Francisco; and that the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1.7 Effective Date

The term "Effective Date" means the date on which the Court approves this Consent Judgment and enters Judgment according to its terms.

1.8. Compliance Date

The term "Compliance Date" shall be defined as the date 60 days after the Effective Date by which Settling Defendants shall comply with the injunctive requirements of Section 2, below.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

2.1 Commitment to Reformulate or Provide Clear and Reasonable Warnings

Commencing on the Effective Date and continuing thereafter, all Products Settling Defendants manufacture, import, sell, ship, or distributes for sale in or into California, directly or through one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2 or bear a clear and reasonable warning in compliance with Section 2.3.

2.2 Reformulation Standard

For purposes of this Agreement, "Reformulated Products" are defined as follows:

2.2.1 Drinkware Reformulation Standard

(a) As to Drinkware, Reformulated Products are Products containing a maximum of 0.009% or 90 parts per million ("ppm") Lead in any component part including, but not limited to, decorations, descriptions, artwork and/or exterior designs when analyzed pursuant to U.S. Environmental Protection Agency ("EPA") testing methodologies 3050B and 6020A or equivalent methodologies utilized by federal or state agencies for the purpose of determining Lead content in a solid substance;

(b) To meet the Definition of Reformulated Products, Drinkware must also yield a test result of no more than 1.0 micrograms of Lead on any component part including, but not limited to, decorations, descriptions, artwork and/or exterior designs when sampled pursuant to the NIOSH 9100 testing protocol and analyzed pursuant to EPA 3050B and 6020A or equivalent methodologies utilized by federal or state agencies to determine Lead content in a solid substance; and

(c) To meet the Definition of Reformulated Products, Drinkware must also yield a result of non-detect (defined as no more than 25 ppm by weight of Lead) for any decorations located in the upper 20 millimeters of a Product, i.e., the "Lip-and-Rim" area when analyzed pursuant to EPA testing methodologies 3050B and 6010B, or equivalent methodologies used by state and federal

agencies to determine Lead content in a solid substance. If the decoration is tested after it is affixed to the Product, the percentage of the Lead by weight must relate only to the decorating materials and must not include any quantity of Lead attributable to non-decorating material (e.g., [glass or ceramic] substrate).

2.2.2 Coasters Reformulation Standard

To meet the Definition of Reformulated Products, Coasters may contain no more than 0.1 percent (1,000 ppm) di(2-ethylhexyl) phthalate ("DEHP") when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization (the "Reformulation Standard"). For purposes of compliance with the Reformulation Standard for Coasters, testing samples shall be prepared and extracted using Consumer Product Safety Commission ("CPSC") methodology CPSC CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance.

2.3 Clear and Reasonable Warnings

Commencing on the Effective Date and continuing thereafter for all Products Settling Defendants sells or distributes for sale to consumers in California that do not meet the definition of Reformulated Products set forth in Section 2.2 above, Settling Defendants agrees to provide a clear and reasonable warning in accordance with this Section and Title 27, California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness when compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies. Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning or notice must also be provided in such other language(s).

(a) **Long-Form Warnings**

The Warning for Products containing DEHP and/or Lead in excess of the Reformulation Standards set forth in Section 2.2, above, Settling Defendants shall provide one or more of the following warnings as appropriate:

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP), a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: This product can expose you to chemicals including Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov

A warning provided pursuant to this Section 2.4(a) must print the word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use yellow, then the symbol may be in black and white.

(b) **Short-Form Warnings.** Settling Defendants may, but are not required to, use the following short-form warnings as set forth in this subsection 2.2(b) (“Short-Form Warning”), subject to the additional requirements in Sections 2.2(c) through (f), below, as follows:

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov.

- Or -

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

- Or -

⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of cancer and reproductive harm from exposure to Lead a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

- Or -

1 ⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING**: Can expose
2 you to Lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

3 - Or -

4 The following warning statement may be used on Products containing DEHP and/or Lead
5 manufactured and labeled prior to January 1, 2028, as appropriate:

6 ⚠**WARNING**: Cancer and Reproductive Harm – www.P65Warnings.ca.gov

7 **(c) Product Label Warnings**

8 Settling Defendants shall include one or more of the warning statements in Section 2.2, as
9 appropriate, on the Product label affixed to the Products in the same manner as other consumer
10 information or warning materials on the Product Label. The entire warning shall appear in a type size
11 of at least 6-point type and no smaller than the largest type size used for other consumer information
12 on the Products. For purposes of this Consent Judgment, “Product label” means any display of
13 written, printed or graphic material that is printed on or affixed to a Product or its immediate
14 container or packaging.

15 **(d) Internet Warnings**

16 Settling Defendants shall also provide the warning statement in Section 2.2(a) and 2.2(b) by
17 prominently displaying, or requiring the warning to be prominently displayed, on authorized third-
18 party websites or by authorized downstream retailers or distributors with e-commerce platforms or
19 nationwide distribution that Settling Defendants know sell products online in or into California via
20 the internet by providing the appropriate warning to the consumer during the purchase of any of the
21 Products without requiring customers to seek out the warning. For Products sold online in or into
22 California by Settling Defendants or those entities in its downstream chain of distribution Settling
23 Defendants know or reasonably should know sell Products online to consumers in California, the
24 warning or a clearly marked hyperlink to the warning using the word “**WARNING**” given in
25 conjunction with the sale of Products via the internet shall appear (a) on the same web page on which
26 the Products are displayed; (b) via a clearly hyperlink using the word “**WARNING**” or the words
27 “**CA WARNING**” or “**CALIFORNIA WARNING**” on the product display page that links to the
28 warning; or (c) as an otherwise prominently displayed warning provided to the purchaser prior to

1 completing the purchase (which does not include a warning in the general content section of the
2 website). For third-party websites where Settling Defendants know the Products will be sold, as a
3 condition of sale, Settling Defendants shall notify such sellers the Products must be accompanied by a
4 warning prior to sale in or into California and shall supply the warning requirements pursuant to this
5 Section 2.

6 **3. MONETARY SETTLEMENT TERMS**

7 **3.1 Civil Penalty**

8 Pursuant to Health and Safety Code § 25249.7(b); Settling Defendants agree to pay a civil
9 penalty of \$4,500 within fifteen (15) business days of the Effective Date. Settling Defendants' civil
10 penalty payment will be allocated according to Health and Safety Code sections 25249.12(c)(1) and
11 (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental
12 Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by
13 CAPA. Settling Defendants shall issue the payment in two checks made payable to: (a) "OEHHA" in
14 the amount of \$3,375; and (b) "Center for Advanced Public Awareness" in the amount of \$1,125.
15 CAPA's counsel shall deliver to OEHHA and CAPA their respective portions of the penalty payment.

16 **3.2 Reimbursement of Attorneys' Fees and Costs**

17 After the Parties finalized the other material settlement terms, they negotiated and reached an
18 accord on Settling Defendants' reimbursement of attorneys' fees and costs of suit to be paid to
19 CAPA's counsel, under general contract principles and the private attorney general doctrine,
20 codified at California Code of Civil Procedure section 1021.5, for all work performed through the
21 mutual execution and reporting of this Consent Judgment to the Office of the California Attorney
22 General and entry of Judgment pursuant its terms, but exclusive of fees and costs on appeal, if any.
23 Within fifteen business (15) days of the Effective Date, Settling Defendants shall issue payment in
24 the amount of \$27,000 to "Seven-Hills LLP" for all fees and other costs incurred investigating,
25 bringing this matter to Defendant's attention, litigating, negotiating a settlement in the public
26 interest, obtaining the Court's approval of its terms pursuant to Section 5, and reporting to the
27 California Attorney General.
28

3.3 Payments

All payments payable and due under this Consent Judgment shall be delivered to CAPA's counsel at the following address:

Seven Hills LLP
Attn: Laralei Paras
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 CAPA's Release of Proposition 65 Claims

CAPA acting on its own behalf and in the public interest releases Settling Defendants and their parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom Settling Defendants directly or indirectly distribute or sell the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, their respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees ("Releasees"), from all claims for violations of Proposition 65 from exposures to Lead and/or DEHP in the Products through the Compliance Date based on exposures to Lead and/or DEHP from the Products as set forth in the Notice. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to Lead and/or DEHP in Products as set forth in the Notice except for Releasees who have been instructed by Settling Defendants to provide warnings on Products that are not Reformulated Products and who fail to do so.

4.2 CAPA's Individual Release of Claims

CAPA, in its individual capacity only and not in its representative capacity, also hereby provides a release to the Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of actions, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of CAPA of any nature, character, or kind arising out of alleged or actual exposures to Lead and/or DEHP in Products manufactured, imported, sold or distributed for sale, in or into the State of California, prior to the Execution Date, as alleged in the Notices and Complaint. The Parties understand and agree that this Section 4.2 release shall neither extend

upstream to any entities that sold, supplied, or manufactured the Products or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to nor extend to Releasees who have been instructed pursuant to Section 2.2(d) to provide a warning on Products that are not Reformulated Products and who fail to do so.

4.3 Settling Defendants' Release of CAPA

Settling Defendants each, on their own behalf and on behalf of their past and current agents, representatives, attorneys, successors, and assignees, hereby waive any and all claims against CAPA and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by CAPA and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against them in this matter with respect to the Products.

5. COURT APPROVAL

Pursuant to California Health and Safety Code § 25249.7(f)(4), CAPA shall file a noticed motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this Consent Judgment, and to judicial approval of their settlement in a timely manner. For purposes of this section, "best efforts" shall include, at a minimum, not opposing the motion for approval, responding to any third-party objection, and appearing at the hearing before the Court if so requested.

6. SEVERABILITY

If, subsequent to the Court's approval and entry of this Consent Judgment as a 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.

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Settling Defendants may notify CAPA and the Parties shall meet and confer in good faith for a period of no less than thirty (30) days to enter a modified judgment pursuant to Section 12, below. In the event the Parties seek to modify

1 this agreement CAPA and its counsel further agree to comply with the "Reporting Requirements" set
2 forth in Section 10, below. Nothing in this Agreement shall be interpreted to relieve Settling
3 Defendants from their obligation to comply with any state or federal law or regulation.

4 **8. NOTICE**

5 Unless specified herein, all correspondence and notice required by this Consent Judgment
6 shall be in writing and sent by email and either (i) first-class registered or certified mail, return
7 receipt requested or (ii) a recognized overnight courier to any Party by the other at the following
8 addresses:

9 For Settling Defendants:

10 Daniel A. Solitro, Esq.
11 Troutman Pepper Locke LLP
12 350 South Grand Avenue, Suite 3400
Los Angeles, California 90071
daniel.solitro@troutman.com

For CAPA:

Laralei Paras, Esq.
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
laralei@sevenhillsllp.com

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

15 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

16 This Consent Judgment may be executed in counterparts and by electronic or facsimile
17 signature(s), each of which shall be deemed an original and, all of which, when taken together, shall
18 constitute one and the same document.

19 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

22 **11. ENTIRE AGREEMENT**

23 This Consent Judgment contains the sole and entire agreement and understanding of the
24 Parties with respect to the subject matter hereof. All prior discussions, negotiations, commitments, or
25 understandings, if any, are hereby merged. No warranty, representation, or other agreement exists
26 between the Parties except those expressly set forth herein. No representation, oral or otherwise,
27 express or implied, other than those specifically referred to in this Consent Judgment have been
28

made by any Party. No other agreement not specifically contained herein shall be deemed to exist or bind any Party or the Releasees and Releasors defined herein.

12. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties (which agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without first providing written notice to the other Party of the basis for the modification sought, and meeting and conferring in good faith prior to moving the Court for an order modifying the Consent Judgment.

In the event any Party seek(s) modification of this Consent Judgment by written agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the Court on a motion for approval of such modified judgment.

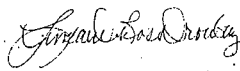
13. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understand and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

07/17/2025

Date: _____

By: 
Linda DeRose-Droubay, Executive Director
CENTER FOR ADVANCED PUBLIC
AWARENESS

AGREED TO:

Date: _____

By: _____
Mark Robinson, General Counsel on
behalf of GAMESTOP CORP.

made by any Party. No other agreement not specifically contained herein shall be deemed to exist or bind any Party or the Releasees and Releasors defined herein.

12. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties (which agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without first providing written notice to the other Party of the basis for the modification sought, and meeting and conferring in good faith prior to moving the Court for an order modifying the Consent Judgment.

In the event any Party seek(s) modification of this Consent Judgment by written agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the Court on a motion for approval of such modified judgment.

13. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understand and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

Date: _____

By: _____
Linda DeRose-Droubay, Executive Director
CENTER FOR ADVANCED PUBLIC
AWARENESS

AGREED TO:

Date: 7/15/2025

By: Mark Robinson
Mark Robinson, General Counsel on
behalf of GAMESTOP CORP.

AGREED TO:

Date: _____

By: Jason Davidman Digitally signed by Jason Davidman
Date: 2025.07.17 13:34:51 -04'00'
Jason Davidman, Chief Financial Officer
on behalf of
UNCANNY BRANDS LLC

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to California
2 Health & Safety Code § 25249.7(f)(4) and California Code of Civil Procedure § 664.6, Judgment is
3 entered in accordance with the terms of the Consent Judgment. By stipulation of the parties, the
4 Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

5
6 **IT IS SO ORDERED.**

7 Dated: Sept. 18, 2025

8 
JUDGE OF THE SUPERIOR COURT

9
10 **JOSEPH M. QUINN**
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28