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KEEP AMERICA SAFE AND BEAUTIFUL

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Attorneys for Defendant  
JOUER COSMETICS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

JOUER COSMETICS, LLC; and DOES 1-  
30, inclusive,

Defendants.

Case No. CGC-24-612163

~~PROPOSED~~ CONSENT JUDGMENT

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

Case filed: February 6, 2024  
Trial: November 3, 2025

CONSENT JUDGMENT

1     **1. INTRODUCTION**

2           This Consent Judgment is entered into by and between plaintiff Keep America Safe and  
3 Beautiful (“KASB”) and defendant Jouer Cosmetics LLC (“Jouer”), with KASB and Jouer each  
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in the  
5 November 20, 2023, 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic  
6 Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

7           **1.1 The Parties**

8           KASB is a California-based non-profit organization proceeding in the public interest pursuant  
9 to California Health & Safety Code § 25249.7(d) to ensure that the presence chemicals known to the  
10 State of California to cause cancer and birth defects or other reproductive harm is disclosed to  
11 California consumers or that such chemicals are eliminated from consumer products sold in  
12 California entirely. Jouer is a person in the course of doing business for purposes of California Health  
13 & Safety Code § 25249.11(b).

14          **1.2 Consumer Product Description**

15          KASB alleges Jouer manufactures, imports, sells, or distributes for sale, in or into California,  
16 Vinyl/PVC Pouches containing di(2ethylhexyl) phthalate (“DEHP”), which Jouer refers to as  
17 *Microfiber Towel SKU: ACC-FT*. KASB has further alleged that Jouer has done so without providing  
18 the warning KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.*  
19 (“Proposition 65”). DEHP is listed pursuant to Proposition 65 as a chemical known to cause cancer  
20 and birth defects or other reproductive harm. All such Vinyl/PVC Pouches manufactured, distributed  
21 sold and/or offered for sale by Jouer shall be referred to hereinafter as the “Products.”

22          **1.3 Notice of Violation**

23          On November 20, 2023, KASB served Jouer, the Office of the Attorney General of the State  
24 of California (“OAG”), and all requisite public enforcement agencies with a 60-Day Notice of  
25 Violation (“Notice”). In the Notice, KASB alleges Jouer violated Proposition 65 by failing to warn  
26 its customers and consumers in California that the Products can expose users and other individuals to  
27 DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the  
28 allegations set forth in the Notice.

1           **1.4     Complaint**

2           On February 6, 2024, KASB filed the captioned lawsuit (“Complaint”). The Complaint  
3 names Jouer as a defendant and states a single cause of action for the alleged violations of  
4 Proposition 65 that are the subject of the Notice.

5           **1.5     No Admission**

6           Jouer denies the material, factual and legal allegations contained in the Notice and Complaint  
7 and maintains all products it sold or distributed for sale in California, including the Products, comply  
8 with all laws. No term of this Consent Judgment nor Jouer’s compliance with its terms shall be  
9 deemed an admission by Jouer of any fact, finding, legal issue or conclusion, or violation of any law.  
10 This Section shall not, however, diminish or otherwise affect Jouer’s obligations, responsibilities,  
11 and duties under this Consent Judgment.

12           **1.6     Jurisdiction**

13           For purposes of this Consent Judgment only, the Parties stipulate this Court has jurisdiction  
14 over Jouer as to the allegations in the Complaint. Venue is proper in the San Francisco Superior  
15 Court, and that the Court has jurisdiction to enter and enforce the terms and provisions of this  
16 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

17           **1.7     Effective Date**

18           The term “Effective Date” means the date on which KASB’s counsel serves Jouer with a  
19 notice of entry of order and judgment confirming the Court has approved this Consent Judgment and  
20 entered judgment according to its terms.

21   **2.     INJUNCTIVE RELIEF: REFORMULATION & WARNINGS**

22           **2.1     Agreement to Provide Reformulated Products or Warnings**

23           Commencing on the Effective Date and continuing thereafter, all Products Jouer  
24 manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through  
25 one or more third party retailers or online via e-commerce marketplaces, shall meet the  
26 Reformulation Standard for Reformulated Products defined in Section 2.2, below, or comply with  
27 the warning requirements set forth in Section 2.3, below.

## 2.2 Reformulation Standard

For purposes of this Consent Judgment, "Reformulated Products" are defined as Products containing DEHP in a maximum concentration of no more than 0.1 percent (1,000 parts per million) in any "accessible component" (i.e., any component that may be touched, handled or otherwise contacted by an individual during a reasonably foreseeable use) 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, 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, all Products, that are not Reformulated Products, provided for sale to (a) customers in California and (b) customers with nationwide distribution and e-commerce platforms shall have a warning on them in accordance with this Section and pursuant to Title 27, California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as 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 the other language(s) in addition to English.

### (a) Long-Form Warning.

The Warning for Products containing DEHP in excess of the Reformulation Standard set forth in Section 2.2, Jouer shall provide the following warning statement:

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This product can expose you to chemicals including di(2-ethylhexyl) phthalate (DEHP),

which is 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](http://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.**

Jouer may, but is not required to, use the following short-form warnings (“Short-Form Warnings”), 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](http://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](http://www.P65Warnings.ca.gov).

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

**⚠ WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**2.4. Product Label Warnings**

Jouer shall include the warning statement in Section 2.3(a) on the Product label affixed to the Products in the same manner as other consumer information or warning materials on the Products. The entire warning shall appear in a type size of at least 6-point type and no smaller than the largest type size used for other consumer information on the Products. For purposes of this Consent Judgment, “Product label” means a display of written, printed or graphic material that is printed on or affixed to a Product or its immediate container or wrapper.

**2.5 Internet Warnings**

If, after the Effective Date, Jouer sells Products other than Reformulated Products via the internet, through its own website, an affiliate’s website or a third-party website, to consumers located

1 in California or to customers it knows have retail outlets in California, nationwide distribution or e-  
2 commerce websites, then Jouer shall provide warnings for each Product both on the Product and/or its  
3 immediate packaging in accordance with Section 2.4, and by prominently displaying, or requiring the  
4 warning to be prominently displayed on affiliated websites, third-party websites or by retail  
5 customers who Jouer knows sell Products in or into California. Internet warnings shall be displayed  
6 to the consumer during the purchase of the Product without requiring customers to seek out the  
7 warning. However, Jouer shall not assume any duty to monitor any third-party websites for  
8 compliance. The warning or a clearly marked hyperlink to the warning using the word  
9 “WARNING” given in conjunction with the sale of Products via the internet shall appear (a) on the  
10 same web page on which the Products are displayed; (b) via a clearly hyperlink using the word  
11 “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product  
12 display page that links to the warning; or (c) as an otherwise prominently displayed warning provided  
13 to the purchaser prior to completing the purchase; i.e., one that does not require the purchaser to  
14 search for the warning in the general content of the website. (which does not include a warning in the  
15 general content section of the website). For third-party websites where Jouer knows the Products will  
16 be sold, as a condition of sale, Jouer shall notify such sellers the Products must be accompanied by a  
17 warning, prior to any sale in or into California, and shall supply the warning requirements, pursuant  
18 to this Section 2.

### 19 **3. MONETARY SETTLEMENT TERMS**

#### 20 **3.1 Civil Penalty**

21 Pursuant to Health and Safety Code § 25249.7(b), Jouer agrees to pay a total civil penalty of  
22 \$2,000, within thirty (30) days of the Effective Date. Jouer’s civil penalty payment will be allocated  
23 according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the  
24 penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and  
25 the remaining twenty-five percent (25%) retained by KASB.

26 Jouer shall remit its civil penalty payments via the following methods: (a) a check made  
27 payable to “OEHHA” in the amount of \$1,500, delivered to the address in Section 3.3, below; and (b)  
28 an ACH/wire transfer, made payable to “Seven Hills in Trust for Keep America Safe and Beautiful”

1 in the amount of \$500, pursuant to wire transfer instructions provided by pursuant to Section 3.3.  
2 KASB's counsel shall remit and disburse to OEHHA and KASB their respective portions of Jouer's  
3 civil penalty payment.

### 4           **3.2     Reimbursement of Attorneys' Fees and Costs**

5           After the Parties finalized all other material settlement terms, they negotiated Jouer's  
6 reimbursement to KASB and its counsel under general contract principles and the private attorney  
7 general doctrine codified at California Code of Civil Procedure section 1021.5. In total, under this  
8 Section 3.2, Jouer agrees to pay \$21,000 to "Seven Hills LLP" for all attorneys' fees and other costs  
9 incurred in investigating, bringing this matter to Jouer's attention, litigating, negotiating a settlement  
10 in the public interest, obtaining the Court's approval of this Settlement and the entry of judgment  
11 according to its terms, pursuant to Section 5, and reporting the settlement to the OAG. Jouer's  
12 payment under this Section covers all work performed through the mutual execution and reporting of  
13 this Consent Judgment to the OAG and obtaining an entry of judgment pursuant its terms.

14           Within thirty (30) days of the Effective Date, Jouer shall initiate an ACH/wire funds transfer  
15 in the amount of \$10,000, payable to "Seven Hills LLP", according to the instructions provided  
16 according to Section 3.3, below. Within sixty (60) days of the Effective Date, Jouer shall issue a  
17 second ACH/wire funds transfer for the remaining balance of \$11,000, payable to "Seven Hills  
18 LLP." KASB releases Jouer from any other claim or demand for any attorney's fees or costs in  
19 connection with this matter. KASB shall bear all fees and costs it has or will incur in connection  
20 with this matter in excess of the \$21,000 payable by Jouer under this Section 3.2.

### 21           **3.3     Payments: Timing, Instructions, and W9s**

22           For all payments under this Section 3, counsel for KASB shall provide to counsel for Jouer  
23 Federal Form W9s for all payees, as of the Effective Date, detailed in the preceding Section 1.7, or  
24 the date upon which counsel serves Jouer's counsel with a notice of entry of order and judgment,  
25 confirming the Court approved this Consent Judgment and its terms and entered judgment  
26 accordingly. Counsel for KASB shall also provide ACH/wire transfer instructions to counsel for  
27 Jouer, in accordance with the preceding two Sections, for KASB's portion of the civil penalties,  
28 along with both attorneys' fees payments. The parties agree service of the notice of entry of order

1 and judgment may be effectuated or accomplished by electronic mail at the email address detailed in  
2 Section 8.

3 Any checks payable under this Section shall be delivered to KASB's counsel at the following  
4 address:

5 Seven Hills LLP  
6 Attn: Laralei Paras, Esq.  
7 4 Embarcadero Center, Suite 1400  
8 San Francisco, CA 94111

9 **4. CLAIMS COVERED AND RELEASED**

10 **4.1 KASB's Public Release of Proposition 65 Claims**

11 This Consent Judgment is a full, final, and binding resolution of all claims KASB alleged or  
12 could have alleged arising out of the allegations in the Notice and Complaint. KASB, acting on its  
13 own behalf, in the public interest, and on behalf of its past and current agents, representatives,  
14 attorneys, successors and assignees ("Releasers") releases Jouer, its past and present parents,  
15 subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys,  
16 and each entity to whom Jouer directly or indirectly distributes or sells the Products including its  
17 downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees,  
18 cooperative members, and licensees ("Releasees") for all claims under Proposition 65 based on  
19 Jouer's alleged failure to provide a clear and reasonable warning regarding alleged or actual  
20 exposures to DEHP in Products manufactured, processed, distributed, sold and/or offered for sale in  
21 California before the Effective Date, as set forth in the Notice and Complaint. The Parties agree  
22 compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition  
23 65 with respect to alleged or actual exposures to DEHP in Products. The Parties further understand  
24 and agree this Section 4.1 release shall not extend upstream to any entity who manufactured,  
25 distributed, or otherwise supplied the Products, or any component part(s) thereof, to Jouer. Nor shall  
26 this release extend downstream to any Releasee Jouer instructs, pursuant to Section 2.3, to provide a  
27 warning on Products that are not Reformulated Products and who and fails to do so. Nothing in this  
28 Section affects KASB's right to commence or prosecute an action under Proposition 65 against a  
Releasee that does not involve Jouer's Products.



1           **4.2     KASB's Private Release of Proposition 65 Claims**

2           In further consideration of the promises and agreements set forth herein, KASB on its own  
3 behalf as an individual nonprofit corporation and *not* on behalf of the public in California, and on  
4 behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby  
5 waives all rights it may have to institute or participate, directly or indirectly, in any form of legal  
6 action, and it releases all claims it may have, including, without limitation, all actions, and causes of  
7 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,  
8 losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees  
9 arising under Proposition 65 with respect to DEHP and/or any other phthalates in Products  
10 manufactured, distributed, sold and/or offered for sale by Jouer and/or Releasees prior to the  
11 Effective Date. As with the Section 4.1 release, above, the Parties understand and agree this Section  
12 4.2 release shall not extend upstream to any entity who manufactured, distributed, or otherwise  
13 supplied the Products or any component party thereof to Jouer. Nor shall this extend downstream to  
14 any Releasees who have been instructed by Jouer, pursuant to Section 2.3, to provide a warning on  
15 Products that are not Reformulated Products and fail to do so. Nothing in this Section affects  
16 KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does  
17 not involve Jouer's Products.

18           **4.3     Jouer's Release of KASB**

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

25           **4.4     Mutual Waiver of California Civil Code § 1542**

26           KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one  
27 hand, and Jouer, on the other hand, each acknowledge that the claims in this Consent Judgment include  
28 all known and unknown claims pertaining to the failure to warn of exposures to DEHP in Products sold

1 in California before the Effective Date, except as provided in Section 4.1, above, and each waives the  
2 provisions of California Civil Code section 1542 as to any unknown claims pertaining to the alleged  
3 failure to warn of exposures to DEHP in the Products sold in California that may have existed prior to  
4 and including the Effective Date, except as provided in Section 4.2. California Civil Code section 1542  
5 reads as follows:

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

12 The Parties acknowledge and understand the significance and consequences of this specific waiver  
13 of California Civil Code section 1542 and agree to waive the same as well as any statute of similar  
14 import or meaning of any other jurisdiction.

15 **5. COURT APPROVAL**

16 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a motion for  
17 judicial approval of this Consent Judgment. The Parties agree to cooperate in good faith to support  
18 the entry of this agreement as a judgment pursuant to the terms of this Consent Judgment, and  
19 Plaintiff agrees to seek judicial approval of the settlement in a timely manner.

20 **6. SEVERABILITY**

21 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any  
22 provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the  
23 remaining provisions shall not be adversely affected.

24 **7. GOVERNING LAW**

25 The terms of this Agreement shall be governed by the laws of the State of California and  
26 apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered  
27 inapplicable by reason of law generally, or as to the Products, then Jouer may notify KASB and the  
28 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 this  
agreement KASB, and its counsel further agree to comply with the "Reporting Requirements" set

1 forth in Section 9, below. Nothing in this Agreement shall be interpreted to relieve Jouer from its  
2 obligation to comply with any state or federal law or regulation.

3 **8. NOTICE**

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

7 For Jouer:

8 Christina Zilber, CEO  
9 Jouer Cosmetics, LLC  
5055 Latigo Canyon Road  
10 Malibu, CA 90265

For KASB:

Laralei Paras, Esq.  
SEVEN HILLS LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111  
Email: Laralei@sevenhillsllp.com

11 *With a copy to:*

12 David A. Diepenbrock, Esq.  
WEINTRAUB TOBIN  
13 400 Capitol Mall, 11<sup>th</sup> Floor  
Sacramento, CA 95814  
Email: DDiepenbrock@weintraub.com

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

16 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

20 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

23 **11. ENTIRE AGREEMENT**

24 This Consent Judgment contains the sole and entire agreement and understanding of the  
25 Parties with respect to the subject matter hereof, and all prior discussions, negotiations,  
26 commitments, or understandings, if any, are hereby merged herein. No warranty, representation, or  
27 other agreement exists between the Parties except those expressly set forth herein. No  
28

1 representation, oral or otherwise, express or implied, other than those specifically referred to in this  
2 Consent Judgment have been made by either Party. No other agreement not specifically contained  
3 herein shall be deemed to exist or bind either Party or the Releasees and Releasors defined herein.

4 **12. MODIFICATION**

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

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

16 **13. AUTHORIZATION**

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

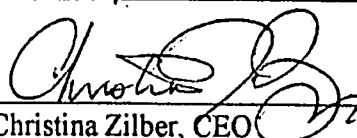
20 **AGREED TO:**

**AGREED TO:**

21  
22 Dated: Sept 29 2025

Dated: Sept 23 2025

23  
24 By:   
25 Lance Nguyen, CEO  
26 KEEP AMERICAN SAFE AND  
27 BEAUTIFUL  
28

By:   
Christina Zilber, CEO  
JOUER COSMETICS, 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  
8 Dated: 07/25/2015

  
JUDGE OF THE SUPERIOR COURT

Visiting Judge Barbara Zuriga