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10 KEEP AMERICA SAFE AND BEAUTIFUL

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County of Santa Clara
25CV473892
By: lbmartinez

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

GENERAL PRINTING & DESIGN, INC.; and
DOES 1-30, inclusive,

Defendants.

Case No. 25CV473892

~~[PROPOSED]~~
CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent Judgment (“**Agreement**”) is entered into by and between plaintiff Keep
4 America Safe and Beautiful (“**KASB**”) and defendant General Printing & Design, Inc. (“**GPD**”),
5 with KASB and GPD each individually referred to as a “Party” and, collectively, the “Parties.”
6 KASB is a California nonprofit corporation, proceeding in the public interest, pursuant to California
7 Health & Safety Code § 25249.7(d), to ensure chemicals known to the State of California to cause
8 cancer, birth defects or other reproductive harm are either disclosed or eliminated from products sold
9 in California. GPD is a “person in the course of doing business,” as defined by Health & Safety
10 Code § 25249.11(b), for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,
11 Health & Safety Code §§ 25249.5 et seq. (“Proposition 65”).

12 **1.2 General Allegations & Consumer Product Description**

13 KASB alleges GPD manufactures, distributes, sells and/or offers for sale to consumers in
14 California vinyl/PVC planners containing di(2-ethylhexyl) phthalate (“**DEHP**”) including, but not
15 limited to, *Global Printed Products 2023 Planner Calendar 3.5" x 6" Model: PKT23-01, ASIN:*
16 *B0BMF91FJJ, UPC: 8 40312 30341 9*, without providing the health hazard warning required by
17 Proposition 65. All vinyl/PVC planners are referred to hereinafter as the “**Products**.” DEHP is listed
18 pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth
19 defects or other reproductive harm.

20 **1.3 Notice of Violation**

21 On November 21, 2023, KASB served General Printing & Design, Inc., the California
22 Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation
23 (“**Notice**”), alleging violated Proposition 65 by failing to warn its customers and consumers in
24 California that its Products can expose users to DEHP. No public enforcer has commenced and is
25 diligently prosecuting an action to enforce the allegations in either the Notice.

26 **1.4 Complaint**

27 On August 28, 2025, KASB commenced the instant action (“**Complaint**”), naming GPD as a
28 defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1 **1.5 Jurisdiction**

2 For purposes of this Agreement only, the Parties stipulate this Court has jurisdiction over
3 GPD as to the allegations contained in the Complaint, venue is proper in the County of Santa Clara
4 and the Court has jurisdiction to enter and enforce the provisions of this Agreement pursuant to
5 Proposition 65 and Code of Civil Procedure § 664.6.

6 **1.6 No Admission**

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

13 **1.7 Effective Date**

14 For purposes of this Agreement, "**Effective Date**" shall mean the date on which the Court
15 approves this Agreement and enters judgment pursuant to its terms.

16 **2. INJUNCTIVE RELIEF: REFORMULATION**

17 **2.1 Reformulation Commitment**

18 Commencing on the Effective Date, and continuing thereafter, GPD agrees all Products it
19 manufactures, imports, or purchases for sale to consumers in California and customers with retail
20 locations in California, nationwide distribution or e-commerce platforms shall be Reformulated
21 Products, in accordance with and as defined by Section 2.2.

22 **2.2 Reformulation Standard**

23 For purposes of this Agreement, "**Reformulated Products**" are defined as Products which, if
24 they contain di(2-ethylhexyl) phthalate ("**DEHP**"), contain DEHP in a maximum concentration of
25 less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited
26 by the State of California, the United States Food and Drug Administration/Environmental Protection
27 Agency, the National Environmental Laboratory Accreditation Program, or a member accreditation
28 body of the International Laboratory Accreditation Cooperation ("**ILAC**"). For purposes of

1 compliance with this reformulation standard, testing samples shall be prepared and extracted using
2 Consumer Product Safety Commission ("CPSC") methodology CPSCCH-C1001.09.3 and analyzed
3 using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized
4 by federal or state government agencies to determine phthalate content in a solid substance.

5 **2.3 Interim Clear and Reasonable Warnings**

6 Each warning shall be prominently placed with such conspicuousness as compared with other
7 words, statements, designs, or devices as to render it likely to be read and understood by an ordinary
8 individual under customary conditions before purchase or use and shall be provided in a manner such
9 that it is clearly associated with the specific Product to which the warning applies.

10 **(a) Warning.**

11 ⚠ "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA
12 WARNING": This product can expose you to di(2-ethylhexyl)
13 phthalate (DEHP), which is known to the State of California to cause
14 cancer and birth defects or other reproductive harm. For more
15 information go to www.P65Warnings.ca.gov.

16 or

17 **SHORT FORM** ⚠ "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA
18 WARNING": Risk of cancer and reproductive harm from exposure to Di(2-
19 ethylhexyl)phthalate (DEHP). See- www.P65Warnings.ca.gov

20 or

21 **SHORT FORM** ⚠ "WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA
22 WARNING": Can expose you to Di(2-ethylhexyl)phthalate (DEHP), a
23 carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

24 or

25 **SHORT FORM ON** ⚠ **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.
26 **A PRODUCT**
27 **MANUFACTURED/**
28 **LABELED PRIOR**
 TO 1/1/28

(b) Foreign Language Requirement. Where a consumer product sign, label or
tag used to provide a warning includes "consumer information," as the term is defined in Title 27
California Code of Regulations § 25600.1(c) ("**Consumer Information**"), in languages other than
English, then the accompanying warnings must also be provided in those languages.

1 (c) **On-Product Warning Requirements.** GPD shall affix a warning to the
2 Product label or otherwise directly on each Product provided for sale to consumers located in
3 California and to customers with retail outlets in California or nationwide distribution. For purposes
4 of this Agreement, “**Product label**” means a display of written, printed, or graphic material that is
5 printed on or affixed to each of a Product or its immediate wrapper. A warning provided pursuant to
6 Section 2.3(a) must print the word “**WARNING:**” in all capital letters and in bold font. The warning
7 symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow
8 equilateral triangle with a black outline, except that if the labeling does not use the color yellow, then
9 the symbol may be in black and white. The entire warning shall appear in a type size of at least 6-
10 point type and no smaller than the largest type size used for other Consumer Information on the
11 Products.

12 (d) **Catalog Warnings.** If, after the Effective Date, GPD prints new catalogs and
13 sells Products through such catalogs to customers located in, with retail outlets located in, California
14 or with nationwide distribution, GPD shall provide a warning for each Product both on the Product
15 label in accordance with Section 2.3(c), and in the catalog in a manner that clearly associates the
16 warning with the *specific* Product being purchased. Any warning provided in a mail order catalog
17 shall be in the same type size or larger than other consumer information provided for the Product
18 within the catalog and shall be provided on the same page and in the same location as the display
19 and/or description of the Product. If a warning is provided pursuant to Section 2.3(c) in short-form,
20 the warning provided in the catalog may use the same content.

21 (e) **Internet Product Warning Requirements.** For all Products sold in or into
22 California through third-party websites over which GPD has the ability to control the application of
23 warnings, GPD shall provide warnings for each Product, both on the Product label, in accordance
24 with Section 2.3(c), and by prominently displaying the warning to customers prior to purchase or
25 during the checkout process such that the consumer does not have to seek out the information being
26 provided. The warning or a clearly marked hyperlink to the warning, using the word “**WARNING**”
27 and given in conjunction with the sale of Products via the internet, shall appear on: (a) the same web
28 page on which the Product is displayed; (b) the same web page as the order form for the Product; (c)

1 on the same page as the price for any Product; or (d) on one or more web pages displayed to a
2 purchaser during the checkout process. The warning shall appear in any of the above instances
3 adjacent to or immediately following the display, description, or price of the Product for which it is
4 given in the same type size or larger than other consumer information provided for the Product. If a
5 warning is provided pursuant to Section 2.3(c) in short-form, the warning provided on the website
6 may use the same content. For third-party websites, as a condition of sale, GPD shall notify its
7 downstream customers the Products must be accompanied by a warning, prior to and as a condition of
8 sale, in or into California, and shall supply the warning requirements, pursuant to Section 2.3.

9 **3. MONETARY SETTLEMENT TERMS**

10 **3.1 Civil Penalty**

11 Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims alleged in
12 the Notice or referred to in this Agreement, GPD agrees to pay \$2,000 in civil penalties. Penalty
13 payments shall be allocated in accordance with Health and Safety Code § 25249.12(c)(1) and (d),
14 with 75% of the penalty amount paid to the California Office of Environmental Health Hazard
15 Assessment (“OEHHA”) and the remaining 25% of the penalty amount retained by KASB. Within
16 five (5) days of the Effective Date, GPD agrees to pay a non-waivable civil penalty in two separate
17 checks, made payable as follows: (1) “OEHHA” in the amount of \$1,500; and “Seven Hills in trust
18 for Keep America Safe and Beautiful” in the amount of \$500. KASB’s counsel shall deliver to
19 KASB and to OEHHA their respective portions of the civil penalty payments.

20 **3.2 Representations**

21 GPD represents the information about sales data, product reformulation and/or any knowledge
22 of DEHP in the Products it provided to KASB in negotiating this Agreement was truthful and
23 acknowledges such information was a material factor upon which KASB relied to determine the civil
24 penalty assessed pursuant to Health & Safety Code § 25249.7. If, within nine months of the Effective
25 Date, KASB discovers and presents evidence demonstrating the preceding representation was
26 materially inaccurate, then GPD shall have 30 days to meet and confer regarding KASB’s contention.
27 If the 30-day meet and confer period passes without any such resolution between KASB and GPD,
28 then KASB shall be entitled to make an appropriate motion to the Court to cure any breach of this

1 Section 3.2 of the Agreement pursuant to Code of Civil Procedure § 664.6. The prevailing Party on
2 the motion shall be entitled to its reasonable attorneys' fees as approved by the Court.

3 **3.3 Reimbursement of Attorneys' Fees and Costs**

4 The Parties acknowledge KASB and its counsel offered to resolve this dispute without
5 reaching terms on the amount of fees and costs to be reimbursed, thereby leaving the issue to be
6 resolved after the Parties settled the material terms of this Agreement. Shortly after the Parties
7 finalized all other terms, the Parties negotiated a resolution of the compensation due to KASB and its
8 counsel under general contract principles and the private attorney general doctrine, codified at
9 California Code of Civil Procedure § 1021.5, for all work performed through entry of judgement
10 pursuant to the terms of this Agreement. Under these legal principles, within five (5) days of the
11 Effective Date, GPD agrees to pay \$21,500 to KASB and its counsel for investigating, bringing this
12 matter to the attention of GPD's management, and negotiating a settlement in the public interest.
13 GPD's payment shall be in the form of a check made payable to "Seven Hills LLP."

14 **3.4 Payments**

15 All payments required by this Agreement shall be delivered to the following address:

16 Seven Hills LLP
17 c/o Laralei Paras
18 1 Embarcadero Center, Suite 1200
19 San Francisco, CA 94111

20 **4. CLAIMS COVERED AND RELEASED**

21 **4.1 KASB's Release of GPD**

22 This Agreement is a full, final and binding resolution between KASB, on behalf of itself and
23 in the public interest, and GPD, of any claim that was or could have been asserted by KASB on
24 behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees,
25 against GPD, its directors, officers, employees, attorneys, and each entity to whom GPD directly or
26 indirectly distributes or sells Products, including, but not limited to, downstream distributors,
27 wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively,
28 "Releasees"), from violations of Proposition 65 based on their failure to warn about alleged
exposures to DEHP contained in the Products that were manufactured, distributed, sold and/or offered

1 for sale by GPD in California before the Effective Date, as alleged in the Notice and Complaint. The
2 Parties further agree that compliance with Section 2 of this Agreement shall be deemed compliance
3 with Proposition 65 with respect to alleged exposures to DEHP in the Products.

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

13 The Parties further understand and agree that this Section 4.1 release shall neither extend
14 upstream to any entities that manufactured the Products or any component parts thereof or any
15 suppliers who sold the Products or any component parts to GPD nor downstream to any Releasee
16 who has been instructed by GPD pursuant to Section 2.3(e) to provide a warning and fails to do.
17 Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition
18 65 against a Releasee not involving GPD's Products.

19 **4.2 GPD's Release of KASB**

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

25 **5. SEVERABILITY**

26 If, subsequent to the Effective Date, any of the provision of this Agreement is deemed by a
27 court unenforceable, the validity of the remaining provisions shall not be adversely affected.
28

1 **6. GOVERNING LAW**

2 The terms of this Agreement shall be governed by and apply within the laws of the State of
3 California. Nothing in this Agreement shall be interpreted to relieve GPD from its obligation to
4 comply with pertinent state or federal toxics control laws.

5 **7. NOTICE**

6 Unless specified herein, all correspondence and notice required to be provided by this
7 Agreement shall be in writing and sent by: (i) first-class (registered or certified mail) return receipt
8 requested; or (iii) overnight courier, to one party by the other at the following addresses:

9 For GPD:

10 Douglas Dratch, President
11 General Printing & Design, Inc.
12 45 Bartlett Street
Marlborough, MA 01752

For KASB:

Laralei Paras, Esq.
SEVEN HILLS LLP
1 Embarcadero Center, Suite 100
San Francisco, CA 94111

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 **8. COUNTERPARTS AND PDF SIGNATURES**

16 This Agreement may be executed in counterparts and by pdf signature, which shall be
17 deemed an original, and, when taken together, shall be deemed to constitute the same document.

18 **9. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

21 **10. ENTIRE AGREEMENT**

22 This Agreement contains the sole and entire agreement and understanding of the Parties with
23 respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
24 commitments, or understandings related thereto, if any, are hereby merged herein and therein. There
25 are no warranties, representations, or other agreements between the Parties except as expressly set
26 forth herein. No representations, oral or otherwise, express or implied, other than those specifically
27 referred to in this Agreement have been made by any Party hereto. No other agreements not
28

specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

11. MODIFICATION

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

12. AUTHORIZATION

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

AGREED TO:

Date: 10/24/2025

By: 

Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: _____

By: _____

Douglas Dratch, President
General Printing & Design, Inc.

specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

11. MODIFICATION

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

12. AUTHORIZATION

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

AGREED TO:

Date: _____

By: _____

Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 12/11/2025

By:  _____

Douglas Dratch, President
General Printing & Design, Inc.

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

IT IS SO ORDERED.

Dated: July 10, 2026



JUDGE OF THE SUPERIOR COURT
Judge Vincent I. Parrett