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FILED
Superior Court of California
County of Los Angeles
09/22/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Perez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

(Unlimited Jurisdiction)

ECOLOGICAL ALLIANCE, LLC, a California
limited liability company,

Plaintiff,

v.

SAINT-GOBAIN ADFORS AMERICA, INC.,
a New York corporation, and DOES 1 through
10, inclusive,

Defendant.

Case No.: 25STCV17118

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

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2 Plaintiff Ecological Alliance, LLC ("Plaintiff"), and Saint-Gobain Adfors America, Inc.
3 ("Defendant") hereby enter into this Stipulated Consent Judgment ("Consent Judgment") as
4 follows:

5 WHEREAS: On or about May 21, 2024, Plaintiff, through Plaintiff's counsel, served a 60
6 Day Notice (the "Notice") on Defendant, Walmart, Inc., the California Attorney General, the
7 District Attorneys of every County in the State of California, and the City Attorneys for every
8 City in the State of California with a population greater than 750,000 (collectively, "Public
9 Prosecutor(s)") alleging that Defendant violated California's Safe Drinking Water and Toxic
10 Enforcement Act of 1986, California Health and Safety Code § 25249.6, *et seq.*, and its
11 implementing regulations (collectively, "Proposition 65") and that Plaintiff intended to file an
12 enforcement action in the public interest; and

13 WHEREAS: Plaintiff alleges that Defendant manufactured and/or distributed screen
14 splines containing Di-n-butyl Phthalate [DBP], (collectively the "Covered Products") that were
15 sold or distributed for sale in California and further alleges that those Covered Products expose
16 consumers in the State of California to DBP, which is listed by the State of California pursuant to
17 California Health and Safety Code § 25249.8; and

18 WHEREAS: Plaintiff further alleges that persons in the State of California were exposed
19 to DBP in Covered Products without being provided the Proposition 65 warning set out at
20 California Health and Safety Code § 25249.6 and its implementing regulations ("Proposition 65
21 Warning");

22 WHEREAS: Defendant denies Plaintiff's allegations, including the allegations of the
23 Notice, and denies that it has violated Proposition 65 and expressly denies that it has engaged in
24 any wrongdoing whatsoever,

25 WHEREAS: Plaintiff seeks to provide the public with Proposition 65 warnings and
26 believes that this objective is achieved by the actions described in this Consent Judgment; and

27 WHEREAS: Plaintiff and Defendant wish to resolve their differences without the delay
28 and expense of litigation.

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2 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN
3 PLAINTIFF ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

4 **INTRODUCTION**

5 1.1. On May 21, 2024, Plaintiff served the Notice upon Defendant and on Public
6 Prosecutors. No Public Prosecutors commenced an enforcement action. No Public
7 Prosecutor having commenced an enforcement action, Plaintiff proceeded to file its
8 Complaint against Defendant in the present action.

9 1.2. Defendant employs ten (10) or more persons.

10 1.3. For purposes of this Consent Judgment only, Plaintiff and Defendant (the
11 “Parties”) stipulate that: 1) this Court has jurisdiction over the allegations of violation
12 contained in the Complaint, and personal jurisdiction over Defendant as to the acts
13 alleged in the Complaint; 2) venue is proper in the County of Los Angeles; and 3) this
14 Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all
15 claims which were or could have been raised in the Complaint based on the facts alleged
16 therein with respect to the Covered Products, and of all claims which were or could have
17 been raised by any person or entity based in whole or in part, directly or indirectly, on the
18 facts alleged in the Notice, in the present action, or arising therefrom or related thereto,
19 with respect to Covered Products, including any Proposition 65 claim arising out of an
20 exposure to Covered Products (collectively, “Proposition 65 Claims”).

21 1.4. Defendant denies the material factual and legal allegations contained in the Notice
22 and maintains that, to the best of its knowledge, all products that are or have been sold
23 and distributed in California, including the Covered Products, have been and are in
24 compliance with all laws, including Proposition 65. Nothing in this Consent Judgment
25 shall be construed as an admission by Defendant of any fact, finding, issue of law, or
26 violation of law; nor shall compliance with this Consent Judgment constitute or be
27 construed as an admission by Defendant of any fact, finding, conclusion, issue of law or
28 violation of law, such being specifically denied by Defendant. However, this Section 1.4

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2 shall not diminish or otherwise affect the obligations, responsibilities and duties under
3 this Consent Judgement. Notwithstanding the allegations in the Notice, Defendant
4 maintains that it has not knowingly manufactured, or caused to be manufactured, the
5 Covered Products for sale in California in violation of Proposition 65.

6 1.5. The Parties enter into this Consent Judgment as a full and final settlement of the
7 Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation and of
8 resolving the issues raised therein both as to past and future conduct. By execution of
9 this Consent Judgment and agreeing to comply with its terms, the Parties do not admit
10 any fact, conclusion of law, or violation of law, nor shall Defendant's compliance with
11 the Consent Judgment constitute or be construed as an admission by Defendant of any
12 fact, conclusion of law, or violation of law. Defendant denies the material, factual, and
13 legal allegations in the Notice and the Complaint and expressly denies any wrongdoing
14 whatsoever.

15 2. DEFINITIONS

16 2.1. "Effective Date" shall mean, with respect to this Consent Judgment, the date the
17 Consent Judgment has been approved and entered by the Court.

18 3. INJUNCTIVE RELIEF

19 3.1. Within 30 days of the Effective Date, Defendant shall not manufacture or cause to
20 be manufactured any Covered Product that will be sold or offered for sale to California
21 consumers containing DBP in concentrations greater than 0.1 percent (1,000 parts per
22 million) when analyzed pursuant to U.S. Environmental Protection Agency testing
23 methodologies 3580A and 8270C or any other methodology utilized by federal or state
24 agencies for the purpose of determining the DBP content in a solid substance unless such
25 Covered Products are labeled with a clear and reasonable Proposition 65 warning
26 pursuant to Section 3.2 below.
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2 3.2. Warning Option

3 Per Section 3.1 above, Covered Products shall be accompanied by a warning as
4 described in Section 3.3 below.

5 3.3. Warning Language

6 Where required to meet the criteria set forth in Section 3.2, Defendant shall
7 provide one of the following warning statements on or within the unit packaging of the
8 Covered Products, or affixed to the Covered Products, displayed in a reasonably
9 conspicuous manner:

10 (1)  **WARNING:** This product can expose you to Di-n-butyl
11 Phthalate [DBP], which is known to the State of California to cause
12 birth defects or other reproductive harm. For more info go to
13 www.P65Warnings.ca.gov.
14

15 (2)  **WARNING:** Risk of Reproductive Harm from exposure to
16 Di-n-butyl Phthalate [DBP]. See www.P65Warnings.ca.gov.
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19 Where the sign, label or shelf tag for the product is not printed using the color
20 yellow, the symbol may be printed in black and white. The symbol shall be placed
21 to the left of the text of the warning, in a size no smaller than the height of the
22 word "WARNING".

23 In addition, for any Covered Product sold over the internet by Defendant, the
24 Warning shall appear prior to checkout on the primary product page, or as a pop-
25 up when a California address is input into the shipping instructions, or on the
26 checkout page when a California delivery address is indicated for any purchase of
27 any Covered Product, or in any other manner allowed by Title 27 of the California
28 Code of Regulations, § 25602. The Warning may be provided with a conspicuous

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2 hyperlink stating "WARNING" in all capital and bold letters so long as the
3 hyperlink goes directly to a page prominently displaying the Warning without
4 content that detracts from the Warning. Given Defendant's lack of control over
5 third-party websites, the online warning requirements expressed in this Section
6 apply only to Covered Products sold through Defendant's website. However,
7 Defendant will instruct any third-party website sellers to provide Warnings as a
8 condition of selling the Covered Product. If the consumer information on the
9 product is in a foreign language, the required Warning Label will also be included
10 in that same foreign language.
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12 **4. MONETARY RELIEF**

13 4.1. Within thirty (30) business days of the Effective Date, Defendant shall pay the
14 total sum of \$42,000 which includes \$10,000 in civil penalties and \$32,000 in payment of
15 Plaintiff's costs and reasonable attorney's fees. The \$10,000 civil penalty shall be
16 apportioned pursuant to Health and Safety Code § 25249.12 (d), with 75%, or \$7,500,
17 paid to the State of California's Office of Environmental Health Hazard Assessment and
18 25%, or \$2,500, payable to Plaintiff.

19 4.2. A single payment of \$42,000.00 as specified in Section 4.1 shall be made by check
20 to "Custodio & Dubey LLP, client trust account" and mailed to Plaintiff's counsel
21 Custodio & Dubey LLP at 445 S. Figueroa St., Suite 2520, Los Angeles, CA 90071.
22 Plaintiff's counsel will remit the portions due to the State of California Office of
23 Environmental Health Hazard Assessment and to Plaintiff.

24 4.3. For the payment to issue, Plaintiff shall complete Defendant's "Check to
25 Electronic Pay Form" and Form W-9 (Request for Taxpayer Identification Number and
26 Certification), and provide Defendant an email or letter to validate Plaintiff's mailing
27 address.
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5. CLAIMS COVERED AND RELEASED

5.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself, and acting on behalf of the public interest, and Defendant, and all of Defendant's officers, directors, members, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, and the predecessors, successors, and assigns of any of them (collectively the "Defendant Releasees"), as well as all other upstream and downstream entities in the distribution chain for the Covered Products, including Walmart, Inc., and its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees, employees, representatives, attorneys, successors, and assignees (collectively, the "Walmart Releasees"), This release includes, but is not limited to manufacturers, retailers, suppliers, distributors, marketplace hosts, wholesalers, customers, private label customers, franchisees, licensees, licensors, and cooperative members, and all of their officers, directors, members, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties"), for any alleged violation of Proposition 65, and its implementing regulations, for failure to provide Proposition 65 warnings for the Covered Products with respect to DBP, and fully resolves all claims that have been brought, or which could have been brought in this action up to and including the Effective Date. Plaintiff on behalf of itself, and in the public interest, hereby discharges the Defendant Releasees, Released Parties, and the Walmart Releasees from any and all claims, actions, causes of action, suits, demands, liabilities, damages, civil penalties, obligations, debts, losses, fees, costs and expenses asserted with respect to any alleged violation of Proposition 65 arising from the failure to provide Proposition 65 warnings about exposures to DBP for any or all of the Covered Products sold through ninety (90) days after the Effective Date of the Consent Judgment. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Defendant with respect

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2 to any alleged failure to warn about DBP in Covered Products sold or distributed by
3 Defendant after the Effective Date.

4 5.2. Plaintiff, acting in its individual capacity only, and in consideration of the
5 promises and monetary payments contained herein, hereby releases Defendant Releasees,
6 Released Parties, and the Walmart Releasees from any alleged claim, cause of action,
7 action, suit, demand, liabilities, damages, civil penalties, obligations, debts, losses, fees,
8 costs and expenses for alleged failure to provide Proposition 65 warnings for the Covered
9 Products that Defendant has sold or caused to be sold in California up to and including
10 the Effective Date.

11 5.3. It is possible that other claims not known to the Parties arising out of the facts
12 contained in the Notice, or alleged in the Complaint, relating to the Covered Products,
13 will hereafter be discovered or developed. Plaintiff, on behalf of itself only, on the one
14 hand, and Defendant, on the other hand, acknowledge that this Consent Judgment is
15 expressly intended to cover and include all such claims through and including the
16 Effective Date, including all rights of action thereon. Plaintiff and Defendant
17 acknowledge that the claims released in Sections 5.1 and 5.2 may include unknown
18 claims, and nevertheless intend to release such claims, and in doing so waive California
19 Civil Code § 1542 which reads as follows:

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

26 5.4. Plaintiff understands and acknowledges that the significance and consequence of
27 this waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages
28 arising out of or resulting from, or related directly or indirectly to, in whole or in part, the

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2 Covered Products, including but not limited to any exposure to, or failure to warn with
3 respect to exposure to, chemicals in or from the Covered Products, Plaintiff will not be
4 able to make any claim for those damages against any of the Defendant Releasees or the
5 Released Parties.

6 5.5. Compliance by Defendant with the terms of this Consent Judgment shall constitute
7 compliance with Proposition 65 with respect to exposure to DBP in the Covered Products
8 as set forth in the Notice and/or the Complaint. If, after the Effective Date, the California
9 Office of Environmental Health Hazard Assessment promulgates regulations affecting
10 the warning provisions set forth in Section 3 herein, Defendant may comply with those
11 regulations without being deemed in breach of this Consent Judgment.

12 **6. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(F)**

13 6.1. Plaintiff and its attorneys agree to comply with the reporting form requirements
14 referenced in California Health and Safety Code § 25249.7(f).

15 **7. PROVISION OF NOTICE**

16 7.1. When any Party is entitled to receive any notice or writing under this Consent
17 Judgment, the notice or writing shall be sent by first class certified mail with return
18 receipt requested, or by electronic mail, as follows:

19 To Defendant:

20 Stephanie Angkadjaja, Esq.
21 Pillsbury Winthrop Shaw Pittman LLP
22 725 South Figueroa St., 36th Floor
23 Los Angeles, CA 90017
24 stephanie.angkadjaja@pillsburylaw.com

25 To Plaintiff:

26 Vineet Dubey, Esq.
27 Custodio & Dubey LLP
28 445 S. Figueroa St., Ste 2520
Los Angeles, CA 90071
dubey@cd-lawyers.com

Any party may modify the person and address to whom the notice is to be sent by
sending the other Party notice that is transmitted in the manner set forth in Section 7.1.

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8. COURT APPROVAL

8.1. Upon execution of his Consent Judgment by all Parties, Plaintiff shall prepare and file, at its sole cost and expense, a Motion for Approval of this Consent Judgment that Defendant shall not oppose. This Consent Judgment shall not become effective until approved and entered by the Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

9. GOVERNING LAW AND CONSTRUCTION

9.1. The terms of this Consent Judgment shall be governed by the laws of the State of California, and shall apply only to Covered Products sold in California.

10. ENTIRE AGREEMENT

10.1. 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 and therein.

10.2. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto.

10.3. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

10.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby, and approved and ordered by the Court.

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2 10.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or
3 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor
4 shall such waiver constitute a continuing waiver.

5 **11. RETENTION OF JURISDICTION**

6 11.1. This Court shall retain jurisdiction of this matter to implement or modify the
7 Consent Judgment.

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9 **12. NO EFFECT ON OTHER SETTLEMENTS**

10 12.1. Nothing in this Consent Judgment shall preclude Plaintiff from resolving any
11 claim against another entity on terms that are different from those contained in this
12 Consent Judgment.

13 **13. EXECUTION IN COUNTERPARTS**

14 13.1. This Consent Judgment may be executed in counterparts, each of which shall be
15 deemed to be an original, and all of which, taken together, shall constitute the same
16 document. Execution of the Consent Judgment by e-mail, facsimile, or other electronic
17 means, shall constitute legal and binding execution and delivery. Any photocopy of the
18 executed Consent Judgment shall have the same force and effect as the original.

19 **14. AUTHORIZATION**

20 14.1. The undersigned are authorized to stipulate to, enter into, and execute this Consent
21 Judgment on behalf of their respective parties, and have read, understood, and agree to all
22 of the terms and conditions of this Consent Judgment.

23 **15. SEVERABILITY**

24 15.1. If subsequent to Court approval of this Consent Judgment, any part or provision is
25 declared by a Court to be invalid, void, or unenforceable, the remaining portions or
26 provisions shall continue in full force and effect to the extent they implement the Parties'
27 intent.
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AGREED TO:

Ecological Alliance LLC

Date: July 25, 2025

By: HWelsh

Harmony Welsh, Managing Member

AGREED TO:

Saint-Gobain Adfors America, Inc.

Date: July 23, 2025

By: DJ Dam

Donald J. Damberger, President

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.

Dated: 09/22/2025



Kevin C. Brazile

Kevin C. Brazile / Judge

JUDGE OF THE SUPERIOR COURT