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KEEP AMERICA SAFE AND BEAUTIFUL

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Attorneys for Defendant  
GAMEBREAKER, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

GAMEBREAKER, INC.; and DOES 1-30,  
inclusive,

Defendants.

Case No. CGC-24-620223

**[PROPOSED] CONSENT JUDGMENT**

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

CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful  
3 (“KASB”) and defendant Gamebreaker, Inc. (“Gamebreaker”), with KASB and Gamebreaker each  
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in the  
5 September 23, 2024 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 chemicals known to the State of  
10 California to cause cancer, birth defects, or other reproductive harm are disclosed or eliminated from  
11 consumer products sold in California. Gamebreaker is a person in the course of doing business for  
12 purposes of California Health & Safety Code § 25249.11(b).

13 **1.2 Consumer Product Description**

14 KASB alleges that Gamebreaker manufactures, imports, sells, or distributes for sale in  
15 California belts with vinyl components containing diisononyl phthalate (“DINP”) including, but not  
16 limited to, *Triple Threat Flag Football Belt, Item # TTFFB*, without providing the health hazard  
17 warning KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“Proposition  
18 65”). All such belts with vinyl components are referred to hereinafter as the “Products.” DINP is  
19 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

20 **1.3 Notice of Violation**

21 On September 23, 2024, KASB served Gamebreaker, the California Attorney General, and the  
22 requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”), alleging  
23 Gamebreaker violated Proposition 65 by failing to warn its customers and consumers in California  
24 that the Products can expose users to DINP. No public enforcer has commenced and is diligently  
25 prosecuting an action to enforce the allegations set forth in the Notice.

**1.4 Complaint**

On December 2, 2024, KASB commenced the instant action (“**Complaint**”), naming Gamebreaker as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

**1.5 No Admission**

Gamebreaker denies the material, factual and legal allegations contained in the Notice and Complaint and maintains that all products it sold or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall be construed as, nor shall compliance with this Consent Judgment constitute or be construed as, an admission by Gamebreaker of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Gamebreaker’s obligations, responsibilities, and duties under this Consent Judgment. Gamebreaker maintains that it has not knowingly manufactured or caused to be manufactured the Products for sale in California in violation of Proposition 65.

**1.6 Jurisdiction**

For purposes of this Consent Judgment only, the Parties stipulate: this Court has jurisdiction over Gamebreaker as to the allegations contained in the Complaint; venue is proper in San Francisco County; and the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

**1.7 Effective Date**

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

**2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

**2.1 Commitment to Reformulate or Warn**

Commencing on the Effective Date and continuing thereafter, all Products Gamebreaker manufactures, imports, sells, ships, 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

1 for Reformulated Products, as defined by Section 2.2 or be accompanied by a clear and reasonable  
2 warning pursuant to Section 2.3.

### 3       **2.2 Reformulation Standard Defined**

4       For purposes of this Consent Judgment, “**Reformulated Products**” are defined as Products  
5 which, if they contain diisononyl phthalate (“DINP”) contain such chemical in a maximum  
6 concentration of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory  
7 certified or accredited by the State of California, the United States Food and Drug  
8 Administration/Environmental Protection Agency, the National Environmental Laboratory  
9 Accreditation Program, or a member accreditation body of the International Laboratory  
10 Accreditation Cooperation.

11       For purposes of compliance with this reformulation standard, testing samples shall be  
12 prepared and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSC  
13 CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or  
14 other methodologies utilized by federal or state government agencies to determine phthalate content  
15 in a solid substance. (“**Reformulation Standard**”)

### 16       **2.3 Clear and Reasonable Warnings**

17       For purposes of this Consent Judgment, a “clear and reasonable warning” shall mean a  
18 warning in accordance with this Section and pursuant to California Health & Safety Code § 25249.5  
19 *et seq.* and title 27 California Code of Regulations (“Cal. Code Regs.”) § 25600 *et seq.*, as may be  
20 amended from time to time.

21       Each warning provided shall be prominently placed with such conspicuousness, when  
22 compared with other words, statements, designs, or devices, as to render it likely to be read and  
23 understood by an ordinary individual under customary conditions prior to purchase or use. Each  
24 warning shall be provided in a manner such that the consumer or user understands to which *specific*  
25 Product the warning applies, to minimize the risk of consumer confusion. For purposes of this  
26 Agreement, the following warnings shall be deemed clear and reasonable:

#### 27       **(a) Warning:**

28

**⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This product can expose you to chemicals including diisononyl phthalate (DINP), which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**(b) Short-Form Warning**

As an alternative to the warning set forth in the preceding subsection (a), Gamebreaker may, but is not required to, use the following short-form warning (“Short-Form”), subject to the additional requirements set forth in the following Sections 2.4 and 2.5:

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Cancer risk from exposure to diisononyl phthalate (DINP). See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Or

**⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose you to diisononyl phthalate (DINP), a carcinogen. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Or, for Products manufactured and labeled prior to January 1, 2028,

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

**(c) Foreign Language Requirement**

Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information, as that term is defined in Title 27 California Code of Regulations § 25600.1(c) (“Consumer Information”), in languages other than English, then the warning must also be provided in those languages in addition to English.

**2.4 On-Product Warning Requirements**

Gamebreaker shall affix one of the foregoing warnings on the “Product Label”, its immediate packaging or labeling, or directly on each Product manufactured, imported, distributed, sold or otherwise provided or intended to be provided for sale to consumers in or into California and does not meet the Reformulation Standard. “Product Label” is defined as a display of written, printed or graphic material printed on or affixed to a Product or its immediate container or wrapper. The entire warning shall appear in at least 6-point type.

Warnings provided pursuant to Section 2.3 must print the words “**WARNING:**”, “**CA WARNING:**”, or “**CALIFORNIA WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the warning must be a black exclamation point in a yellow

equilateral triangle with a black outline, except, if the sign or label for the Products does not use the color yellow, then the symbol may be in black and white. The symbol must be in a size no smaller than the height of the words “WARNING:”, “CA WARNING:”, or “CALIFORNIA WARNING:” The warning may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Products and shall be at least the same size as those other safety warnings.

## **2.5 Internet Product Warning Requirements**

For all Products manufactured, imported, distributed, sold or offered for sale via the internet to customers located in California, or sold in or into California by Gamebreaker or its customers, directly or through third-party websites over which Gamebreaker has the ability to control the application of warnings, Gamebreaker shall provide warnings for each Product, both on the Product label, in accordance with Section 2.4, and: (a) a warning on the Product display page; (b) a clearly marked hyperlink using the word “WARNING” or words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the Product warning; or (c) by an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase, such that the consumer does not have to seek out the information being provided. If the warning is provided using the Short-Form content, pursuant to Section 2.3(b), then the warning provided on the website may use the same content. “Prominently displayed” is defined to mean the consumer does not have to search for it in the general content of the website. For third-party websites, as a condition of sale, Gamebreaker shall notify the sellers the Products must be accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply the warning requirements, as detailed above.

## **2.6 Customer Notification**

No later than the Effective Date, Gamebreaker shall send a letter, electronic or otherwise (“Notification Letter”) to: (1) each customer in California to which it supplied Products between September 23, 2023 and September 23, 2024; and (2) any other customer that is a retailer or distributor that has any inventory of Products, which Gamebreaker supplied between September 23, 2021 and September 23, 2024, for sale to consumers in California. The Notification Letter shall

advise the recipient that the Products contain DINP, a chemical known to the State of California to cause cancer. The Notification letter shall inform the recipient that all Products must either (1) be returned to Gamebreaker for a full refund or (2) have a label, attached to the packaging of each Product before it is sold in the California market or to a customer in California, expressly referring to the Product with the following warning statement:

**⚠WARNING [OR] CA WARNING [OR] CALIFORNIA WARNING:** This product can expose you to diisononyl phthalate (DINP), which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

The foregoing warning 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. The entire warning shall appear in at least 6-point type. The Notification Letter shall enclose a shipping label with the return address and postage paid by Gamebreaker. If the customer is a retailer or distributor of the Products, the Notification Letter shall include a sheet of white background, adhesive stickers with the forgoing warning statements.

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

#### **3.1 Civil Penalty**

Pursuant to Health and Safety Code § 25249.7(b), Gamebreaker agrees to pay a civil penalty of \$3,500 within ten (10) business days of the Effective Date. Gamebreaker’s civil penalty payment will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by KASB. Gamebreaker shall issue its payment in two checks made payable to: (a) “**OEHHA**” in the amount of \$2,625; and (b) “**Seven Hills LLP in Trust for Keep America Safe and Beautiful**” in the amount of \$875. KASB’s counsel shall deliver to OEHHA and KASB their respective portions of the penalty payment. Gamebreaker shall deliver its civil penalty payments to the address listed in Section 3.3, below.

### 3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice and Complaint without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Consent Judgment to the Office of the California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and costs on appeal, if any.

Gamebreaker shall pay a total sum of \$20,000 for all fees and other costs incurred investigating, bringing this matter to Gamebreaker's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9. The attorneys' fees and costs payments shall be made as detailed in subsection (a) and shall be deposited according to the schedule detailed there and subject to its terms.

#### (a) Attorneys' Fees & Costs: Installment Agreement Terms & Timing

Gamebreaker agrees to provide all attorneys' fees and costs payments due under this Agreement within ten (10) business days of the Effective Date. The Parties agree the payment of attorneys' fees and costs, totaling \$20,000, shall be broken into five installment payments of \$14,000, \$1,500, \$1,500, \$1,500, and \$1,500. All payments under this Section shall be made in the form of individual checks payable to "Seven Hills LLP" and delivered to the address below, in Section 3.3. Seven Hills LLP will deposit the initial payment of \$14,000 upon receipt. Seven Hills LLP agrees to hold the remaining four installment payments of \$1,500 each and deposit each approximately 30 days after the initial payment is deposited.

Gamebreaker agrees and understands, should any installment payment due under this Section or this Agreement fail due to insufficient funds, KASB shall advise Gamebreaker in the manner set forth in Section 7, and will provide Gamebreaker ten (10) business days, calculated from the date notice is provided, to cure any non-compliance under this Agreement, pursuant to this Section,



before any remaining payments become due and payable. In the event Seven Hills LLP incurs fees for any returned checks, Gamebreaker agrees to reimburse KASB's counsel for such fees.

Gamebreaker acknowledges that, until the last installment payment is deposited and clears with sufficient funds, KASB reserves the right to institute a proceeding under Proposition 65, including the filing of a complaint based on the allegations in the Notice, a suit based on breach of or failure to perform under a contract, or any other remedy allowable under law. In the event any such action is brought, Gamebreaker retains all defenses and does not hereby waive any potential defenses.

### 3.3 Payments

All payments payable and due under this Consent Judgment shall be delivered to KASB'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 KASB's Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of the claims that were or could have been asserted by KASB arising out of the allegations in the Notice and in the Complaint. KASB, acting on its own behalf, in the public interest, and on behalf of its past and current agents, representatives, attorneys, successors and assignees ("**Releasors**") releases Gamebreaker and each entity to whom Gamebreaker directly or indirectly distributes or sells the Products including, but not limited to its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisee, cooperative members and licensees ("**Releasees**") based on the failure to provide a clear and reasonable warning under Proposition 65 about alleged exposures to DINP contained in the Products that were manufactured, processed, distributed, sold and/or offered for sale in California before the Effective Date, as set forth in the Notice and Complaint. The Parties further agree that compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged exposures to DINP in the Products.

1 The Parties further understand and agree that this Section 4.1 release shall neither extend (a)  
2 to upstream entities that manufactured the Products or any component parts thereof, or any  
3 distributors or suppliers who sold the Products or any component parts thereof to Gamebreaker nor  
4 (b) to Releasees who have been instructed by Gamebreaker pursuant to Section 2, to provide a  
5 warning on Products that are not Reformulated Products and have failed to do so. Nothing in this  
6 Section affects KASB's right to commence or prosecute an action under Proposition 65 against a  
7 Releasee that does not involve Gamebreaker's Products.

#### 8 **4.2 KASB's Individual Release of Claims**

9 In further consideration of the promises and agreements herein contained, KASB, as an  
10 individual and *not* on behalf of the public, on behalf of itself, its past and current agents,  
11 representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to  
12 institute or participate in, directly or indirectly, any form of legal action and releases all claims that  
13 KASB may have, including, without limitation, all actions, and causes of action, in law or in equity,  
14 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses, including,  
15 but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65  
16 with respect to DINP in the Products manufactured, distributed, sold and/or offered for sale by  
17 Gamebreaker and sold in or into California before the Effective Date, against Gamebreaker and  
18 Releasees. The Parties understand and agree that this Section 4.2 release shall not extend upstream to  
19 any entities that sold, supplied, or manufactured the Products or any component parts thereof to  
20 Gamebreaker.

#### 21 **4.3 Gamebreaker's Release of KASB**

22 Gamebreaker, on behalf of itself, its past and current officers, agents, shareholders, employees,  
23 predecessors, representatives, attorneys, successors, and assignees, hereby waives any and all claims  
24 against KASB and its attorneys and other representatives for any and all actions taken or statements  
25 made (or those that could have been taken or made) by KASB, its attorneys and other representatives,  
26 whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it  
27 in this matter with respect to the Products.  
28

**5. COURT APPROVAL**

Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB 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, supporting 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 Consent Judgment shall be governed by the laws of the State of California and apply within California. Nothing in this Consent Judgment shall be interpreted to relieve Gamebreaker from its obligation to comply with any pertinent state or federal law or regulation.

**8. NOTICE**

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

**For Gamebreaker:**

Steven T. Gubner, Esq.  
BG Law LLP  
21650 W. Oxnard Street, Suite 500  
Woodland Hills, CA 91367

**For KASB:**

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

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

**9. COUNTERPARTS AND PDF SIGNATURES**

This Consent Judgment may be executed in counterparts and by portable document format (pdf) signature, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same document.

**10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

**11. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. 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. 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.

**12. MODIFICATION**

This Consent Judgment may be modified only by: (i) a written agreement of the Parties 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.

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13. **AUTHORIZATION**

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

**AGREED TO:**

Date: 10/08/2025

By: 

Lance Nguyen, CEO  
Keep America Safe and Beautiful

**AGREED TO:**

Date: \_\_\_\_\_

By: 

Michael Juels, CEO  
Gamebreaker, Inc.

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  
3 is entered in accordance with the terms of the Consent Judgment. By stipulation of the parties,  
4 the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure §  
5 664.6.

6  
7 **IT IS SO ORDERED.**

8  
9 Dated: 12/17/25

C. Mayfield  
JUDGE OF THE SUPERIOR COURT  
Cindee Mayfield, Visiting Judge