

1 Laralei Paras, State Bar No. 203319  
2 Rebecca M. Jackson, State Bar No. 221583  
3 SEVEN HILLS LLP  
4 1 Embarcadero Center, Suite 1200  
5 San Francisco, CA 94111  
6 Telephone: (415) 926-7247  
7 laralei@sevenhillsllp.com  
8 rebecca@sevenhillsllp.com

9 Attorneys for Plaintiff  
10 KEEP AMERICA SAFE AND BEAUTIFUL

11 Eric Weiss, State Bar No. 163371  
12 Scali Rasmussen, PC  
13 300 South Grand Avenue, Suite 2750  
14 Los Angeles, CA 90071  
15 Telephone: (213) 239-5622  
16 eweiss@scalilaw.com

17 Attorneys for Defendant  
18 ORTHO SYSTEMS

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

22 KEEP AMERICA SAFE AND BEAUTIFUL,  
23 Plaintiff,  
24 v.  
25 ORTHO SYSTEMS; and DOES 1-30,  
26 inclusive,  
27 Defendants.

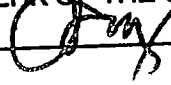
28 Case No. CGC-25-621962

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

**FILED**  
Superior Court of California  
County of San Francisco

JAN 27 2026

CLERK OF THE COURT

BY:  Deputy Clerk

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful  
3 (“KASB”) and defendant Ortho Systems, with KASB and Ortho Systems each individually referred to  
4 as a “Party” and collectively, as the “Parties,” to resolve the allegations in the November 15, 2024 60-  
5 Day Notice of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of  
6 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. Ortho Systems 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 Ortho Systems manufactures, imports, sells, or distributes for sale in  
15 California pneumatic ankle stabilizers with vinyl components containing di-n-butyl phthalate (“DBP”)  
16 including, but not limited to, *Ovation Medical Pneumatic Ankle Stirrup, White Standard/Universal,*  
17 *SKU: 2000W*, without providing the health hazard warning KASB alleges is required by California  
18 Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). All such pneumatic ankle stabilizers with  
19 vinyl components are referred to hereinafter as the “Products.” DBP is listed pursuant to Proposition  
20 65 as a chemical known to the State of California to cause birth defects or other reproductive harm.

21 **1.3 Notice of Violation**

22 On November 19, 2024, KASB served Ortho Systems, the California Attorney General, and  
23 the requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”), alleging  
24 Ortho Systems violated Proposition 65 by failing to warn its customers and consumers in California  
25 that the Products can expose users to DBP. No public enforcer has commenced and is diligently  
26 prosecuting an action to enforce the allegations set forth in the Notice.

1           **1.4 Complaint**

2           On January 30, 2025, KASB commenced the instant action (“**Complaint**”), naming Ortho  
3 Systems as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

4           **1.5 No Admission**

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

14           **1.6 Jurisdiction**

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

19           **1.7 Effective Date**

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

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

23           **2.1 Commitment to Reformulate or Warn**

24           Commencing on the Effective Date and continuing thereafter, all Products Ortho Systems  
25 manufactures, imports, sells, ships, or distributes for sale, in or into California, directly or through  
26 one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard  
27 for Reformulated Products, as defined by Section 2.2 or be accompanied by a clear and reasonable  
28 warning pursuant to Sections 2.3-2.5.

1           **2.2 Reformulation Standard Defined**

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

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

14           **2.3 Clear and Reasonable Warnings**

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

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

25           **(a) Warning:**

26                   **⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This  
27 product can expose you to chemicals including di-n-butyl phthalate (DBP), which  
28 is known to the State of California to cause birth defects or other reproductive  
harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

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

4 **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of  
5 reproductive harm from exposure to di-n-butyl phthalate (DBP). See  
6 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

7 Or

8 **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can  
9 expose you to di-n-butyl phthalate (DBP), a reproductive toxicant. See  
10 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

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

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

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

#### 17 **2.4 On-Product Warning Requirements**

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

24 Warnings provided pursuant to Section 2.3 must print the words “**WARNING:**”, “**CA**  
25 **WARNING:**”, or “**CALIFORNIA WARNING:**” in all capital letters and in bold font, followed by  
26 a colon. The warning symbol to the left of the warning must be a black exclamation point in a yellow  
27 equilateral triangle with a black outline, except, if the sign or label for the Products does not use the  
28 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:**”

1 The warning may be contained in the same section of the packaging, labeling, or instruction booklet  
2 that states other safety warnings, if any, concerning the use of the Products and shall be at least the  
3 same size as those other safety warnings.

#### 4 **2.5 Internet Product Warning Requirements**

5 For all Products manufactured, imported, distributed, sold or offered for sale via the internet  
6 to customers located in California, or sold in or into California by Ortho Systems or its customers,  
7 directly or through third-party websites over which Ortho Systems has the ability to control the  
8 application of warnings, Ortho Systems shall provide warnings for each Product, both on the Product  
9 label, in accordance with Section 2.4, and: (a) a warning on the Product display page; (b) a clearly  
10 marked hyperlink using the word "WARNING" or words "CA WARNING" or "CALIFORNIA  
11 WARNING" on the product display page that links to the Product warning; or (c) by an otherwise  
12 prominently displayed warning provided to the purchaser prior to completing the purchase, such that  
13 the consumer does not have to seek out the information being provided. If the warning is provided  
14 using the Short-Form content, pursuant to Section 2.3(b), then the warning provided on the website  
15 may use the same content. "Prominently displayed" is defined to mean the consumer does not have  
16 to search for it in the general content of the website. Where Ortho Systems sells, ships, or distributes  
17 Products to third-party retailers or e-commerce marketplaces, Ortho Systems will advise them of the  
18 internet warning requirements under this Agreement as a condition of sale of the Products.

#### 19 **2.6 Customer Notification**

20 No later than the Effective Date, Ortho Systems shall send a letter, electronic or otherwise  
21 ("**Notification Letter**") to: (1) each customer in California to which it supplied Products between  
22 November 19, 2023 and November 19, 2024; and (2) any other customer that is a retailer or  
23 distributor that has any inventory of Products, which Ortho Systems supplied between November 19,  
24 2021 and November 19, 2024, for sale to consumers in California. The Notification Letter shall  
25 advise the recipient that the Products contain DBP, a chemical known to the State of California to  
26 cause birth defects or other reproductive harm. The Notification letter shall inform the recipient that  
27 all Products must either (1) be returned to Ortho Systems for a full refund or (2) have a label, attached  
28

1 to the packaging of each Product before it is sold in the California market or to a customer in  
2 California, expressly referring to the Product with the following warning statement:

3 **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This  
4 product can expose you to di-n-butyl phthalate (DBP), which is known to the  
5 State of California to cause birth defects or other reproductive harm. For more  
6 information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

7 The foregoing warning must print the word “**WARNING:**” in all capital letters and in bold  
8 font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation point  
9 in a yellow equilateral triangle with a black outline. The entire warning shall appear in at least 6-  
10 point type. The Notification Letter shall enclose a shipping label with the return address and postage  
11 paid by Ortho Systems. If the customer is a retailer or distributor of the Products, the Notification  
12 Letter shall include a sheet of white background, adhesive stickers with the forgoing warning  
13 statements.

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

#### 14 **3.1 Civil Penalty**

15 Pursuant to Health and Safety Code § 25249.7(b), Ortho Systems agrees to pay a civil penalty  
16 of \$3,250 within ten (10) business days of the Effective Date. Ortho Systems’s civil penalty payment  
17 will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five  
18 percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment  
19 (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by KASB. Ortho Systems shall  
20 issue its payment in two checks made payable to: (a) “**OEHHA**” in the amount of \$2,437.50; and (b)  
21 “**Seven Hills LLP in Trust for Keep America Safe and Beautiful**” in the amount of \$812.50. KASB’s  
22 counsel shall deliver to OEHHA and KASB their respective portions of the penalty payment. Ortho  
23 Systems shall deliver its civil penalty payments to the address listed in Section 3.3, below.

#### 24 **3.2 Reimbursement of Attorneys’ Fees and Costs**

25 KASB and its counsel offered to resolve the allegations in the Notice and Complaint without  
26 reaching terms on the amount of reimbursement of attorneys’ fees and costs. Shortly after the Parties  
27 finalized the other material settlement terms, they negotiated and reached an accord on the amount of  
28 reimbursement to be paid to KASB’s counsel, under general contract principles and the private

1 attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work  
2 performed through the mutual execution and reporting of this Consent Judgment to the Office of the  
3 California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and costs  
4 on appeal, if any. Within ten (10) business days of the Effective Date, Ortho Systems shall issue a  
5 check in the amount of \$28,500 and made payable to “Seven Hills LLP” for all fees and other costs  
6 incurred investigating, bringing this matter to Ortho Systems’s attention, litigating, negotiating a  
7 settlement in the public interest, obtaining the Court’s approval of its terms pursuant to Section 5, and  
8 reporting to the California Attorney General. Ortho Systems shall deliver its payment to the address  
9 listed in Section 3.3.

### 10 **3.3 Payments**

11 All payments payable and due under this Consent Judgment shall be delivered to KASB’s  
12 counsel at the following address:

13 Seven Hills LLP  
14 Attn: Laralei Paras  
15 1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

## 16 **4. CLAIMS COVERED AND RELEASED**

### 17 **4.1 KASB’s Release of Proposition 65 Claims**

18 This Consent Judgment is a full, final, and binding resolution of the claims that were or could  
19 have been asserted by KASB arising out of the allegations in the Notice and in the Complaint. KASB,  
20 acting on its own behalf, in the public interest, and on behalf of its past and current agents,  
21 representatives, attorneys, successors and assignees (“**Releasors**”) releases Ortho Systems and each  
22 entity to whom Ortho Systems directly or indirectly distributes or sells the Products including, but not  
23 limited to its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisee,  
24 cooperative members and licensees (“**Releasees**”) based on the failure to provide a clear and  
25 reasonable warning under Proposition 65 about alleged exposures to DBP contained in the Products  
26 that were manufactured, processed, distributed, sold and/or offered for sale in California before the  
27 Effective Date, as set forth in the Notice and Complaint. The Parties further agree that compliance  
28

1 with Section 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect  
2 to alleged exposures to DBP in the Products.

3         The Parties further understand and agree that this Section 4.1 release shall neither extend (a)  
4 to upstream entities that manufactured the Products or any component parts thereof, or any  
5 distributors or suppliers who sold the Products or any component parts thereof to Ortho Systems nor  
6 (b) to Releasees who have been instructed by Ortho Systems pursuant to Section 2.5 and 2.6, to  
7 provide a warning on Products that are not Reformulated Products and have failed to do so. Nothing  
8 in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against  
9 a Releasee that does not involve Ortho Systems's Products.

#### 10           **4.2     KASB's Individual Release of Claims**

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

#### 23           **4.3     Ortho Systems's Release of KASB**

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

1 in this matter with respect to the Products.

2 **5. COURT APPROVAL**

3 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed  
4 motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best  
5 efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this  
6 Consent Judgment and to judicial approval of their settlement in a timely manner. For purposes of this  
7 section, “best efforts” shall include, at a minimum, supporting the motion for approval, responding to  
8 any third-party objection, and appearing at the hearing before the Court, if so requested.

9 **6. SEVERABILITY**

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

13 **7. GOVERNING LAW**

14 The terms of this Consent Judgment shall be governed by the laws of the State of California  
15 and apply within California. In the event Proposition 65 is repealed, preempted, or is otherwise  
16 rendered inapplicable, by reason of law, generally, as to the Products or as to DBP, then Ortho Systems  
17 may seek to modify this Consent Judgment pursuant to Section 12. Nothing in this Consent Judgment  
18 shall be interpreted to relieve Ortho Systems from its obligation to comply with any pertinent state or  
19 federal law or regulation.

20 **8. NOTICE**

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

24 For Ortho Systems:

25 Eric Weiss, Esq.  
26 Scali Rasmussen, PC  
27 300 South Grand Avenue, Suite 2750  
28 Los Angeles, CA 90071

For KASB:

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

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

3 **9. COUNTERPARTS AND PDF SIGNATURES**

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

7 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

10 **11. ENTIRE AGREEMENT**

11 This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
12 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
13 commitments, or understandings related thereto, if any, are hereby merged herein and therein. There  
14 are no warranties, representations, or other agreements between the Parties except as expressly set  
15 forth herein. No representations, oral or otherwise, express or implied, other than those specifically  
16 referred to in this Consent Judgment have been made by any Party hereto. No other agreements not  
17 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any  
18 of the Parties hereto.

19 **12. MODIFICATION**

20 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
21 the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of  
22 any party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek  
23 modification of this Consent Judgment without first providing written notice to the other Party of the  
24 basis for the modification sought and meeting and conferring in good faith prior to moving the Court  
25 for an order modifying the Consent Judgment. In the event the Parties or either Party seek(s)  
26 modification of this Consent Judgment by written agreement or on noticed motion by the Court, the  
27 Party or Parties shall provide the OAG with no less than 45 days notice of their intended revision(s)  
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1 to the Consent Judgment prior to reporting the revised agreement to the OAG or the date of any hearing  
2 by the Court on a motion for such modification.

3 **13. AUTHORIZATION**

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

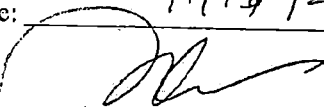
6 **AGREED TO:**

7 Date: 11/17/2025

8 By:   
9 Lance Nguyen, CEO  
10 Keep America Safe and Beautiful

**AGREED TO:**

Date: 11/14/25

By:   
Jeffrey Haines, CEO  
Ortho Systems

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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.**

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9 Dated: Jan. 27, 2026

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11 \_\_\_\_\_  
12 JUDGE OF THE SUPERIOR COURT

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JOSEPH M. QUINN