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8 Attorneys for Plaintiff Public Health And Safety Advocates, LLC

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES**

12 PUBLIC HEALTH AND SAFETY  
13 ADVOCATES, LLC., a Limited Liability  
14 Company, in the public interest,

15 Plaintiff,

16 v.

17 BEST BRANDS SALES COMPANY, LLC,  
18 THE WALT DISNEY COMPANY, DISNEY  
19 ENTERPRISES INC., DISNEY CONSUMER  
20 PRODUCTS, INC., and DOES 1 through 50,  
21 inclusive,

22 Defendants.

Case Number: 21STCV41274

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

**HEALTH AND SAFETY CODE § 25249.6**

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**1. INTRODUCTION**

**1.1. Public Health and Safety Advocates and Best Brands Sales Company, LLC.**

This Consent Judgment is entered into by and between plaintiff Public Health and Safety Advocates, LLC (“PHSA” or “Plaintiff”), and defendant Best Brands Sales Company, LLC (“Best Brands”) with Best Brands and PHSA each individually referred to as a “Party” and collectively as the “Parties.”

**1.2. Plaintiff**

PHSA is a limited liability company duly organized and existing in the State of California, which seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products.

**1.3. Defendant**

Best Brands employs ten or more persons and is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

**1.4. General Allegations**

PHSA alleges that Best Brands manufactured, sold, and/or distributed for sale in California, certain products described more specifically below containing benzene, a chemical listed by the State of California under Proposition 65, without providing a required Proposition 65 warning. Benzene shall be referred to hereinafter as the “Listed Chemical.”

**1.5. Product Description**

Best Brands’ products that are the subject of this Consent Judgment are the Star Wars Mandalorian Hand Sanitizers, which were sold and/or distributed for sale in California by Best Brands (“Covered Products”).

**1.6. Notice of Violation**

On June 25, 2021 PHSA served Best Brands and the requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”) alleging that Best Brands violated Proposition 65.

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The Notice alleged that Best Brands failed to warn its customers and consumers in California that the Covered Products contain benzene.

**1.7. Complaint**

On November 9, 2021, Plaintiff, who was and is acting in the interest of the general public in California, filed a complaint (“Complaint”) in the Superior Court in and for the County of Los Angeles against Best Brands, The Walt Disney Company, Disney Enterprises, Inc., Disney Consumer Products, Inc., and Does 1 through 50, alleging violations of Health & Safety Code §25249.6 based on the alleged exposures to benzene contained in the Covered Products.

**1.8. No Admission**

The Parties enter into this Consent Judgment as a full and final settlement of all claims that were raised or that could have been raised in the Notice, arising out of the facts and/or conduct alleged therein. Best Brands denies the material, factual and legal allegations contained in PHSA’s Notice and/or the Complaint, and maintains that all products, including but not limited to the Covered Products, that they have sold and distributed in California have been and are in compliance with all applicable laws, and are completely safe for their intended use. Nothing in this Consent Judgment shall be construed as an admission by Best Brands of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Best Brands of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Best Brands. However, this section shall not diminish or otherwise affect Best Brands obligations, responsibilities, and duties hereunder.

**1.9. Consent to Jurisdiction**

For purposes of this Consent Judgment only, the Parties stipulate that: 1) this Court has jurisdiction over Best Brands as to the allegations contained in the Complaint; 2) that venue is proper in the County of Los Angeles; and 3) that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

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**1.10. Effective Date**

For purposes of this Consent Judgment, the term “Effective Date” shall mean the date on which the Court approves and signs an order approving this Consent Judgment.

**2. INJUNCTIVE RELIEF**

**2.1. Discontinuation of Covered Products**

Best Brands no longer manufactures the Covered Product as they no longer have the license from Disney to do so.

If, in the future, Best Brands regains the license to manufacture and manufactures the Covered Products, Best Brands will comply with Proposition 65 by providing the warning set forth in Section 2.3.

To the extent the Attorney General’s Office or OEHHA in the future adopts a standard for hand sanitizers with respect to the number of parts per million or parts per billion of benzene that they determine falls within the Safe Harbor provisions of Proposition 65, Best Brands shall be permitted to rely on such standard rather than provide the warnings set forth below.

As long as Best Brands complies and remains in compliance with the requirements of Section 2.1 – 2.5 for each of the Covered Products, the Parties agree that such Products shall be deemed to comply with Proposition 65 with respect to benzene, and that compliance with this Consent Judgment shall fully and completely satisfy Best Brands’ obligations under Proposition 65 to provide warnings for such Covered Products with respect to the presence of benzene, regardless of when manufactured, distributed or sold.

Covered Products currently in the channels of distribution may continue to be sold through by Best Brands and Releasees. However, as of the Effective Date, Best Brands and the Releasees, as defined in Section 5.1, may not sell into California newly manufactured Covered Products do not contain the warnings set forth in Paragraphs 2.2 and 2.3. Notwithstanding anything else in this Consent Judgment, Covered Products that are manufactured prior to the Effective Date shall be subject to release of liability pursuant to this Consent Judgment, without regard to when such

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3 Covered Products were, or are in the future, distributed or sold to customers and consumers. As a  
4 result, the obligation of Best Brands, or any Releasees if applicable, do not apply to those Covered  
5 Products manufactured prior to the Effective Date.

6 **2.2. Warning**

7 Covered Products introduced into California that Best Brands regains the license to  
8 manufacture in the future shall be accompanied by a warning as described in Section 2.3 below.  
9 This warning shall only be required as to Covered Products that Best Brands manufactures after  
10 the Effective Date. No Proposition 65 warning for benzene shall be required as to any Covered  
11 Products that are already in the stream of commerce as of the Effective Date.

12 **2.3. Warning Language**

13 Covered Products manufactured after the Effective Date for sale in California that do not  
14 comply with any standard set by OEHHA or the Attorney General for hand sanitizer shall contain  
15 a Proposition 65 warning affixed to the packaging, labeling, or directly on each Covered Product.

16 The warning shall state either:

17 **⚠ [California Proposition 65] WARNING:** Use of this product can  
18 expose you to chemicals including benzene, which are known to the  
19 State of California to cause cancer, and birth defects and other  
20 reproductive harm. [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

21 **⚠ [California Proposition 65] WARNING:** Cancer and  
22 Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

23 The warning shall be prominently displayed with such conspicuousness as compared with  
24 other words, statements, designs, or devices as to render it likely to be read and understood by an  
25 ordinary individual under customary conditions before purchase or use. Each warning shall be  
26 provided in a manner such that the consumer or user is reasonably likely to understand the  
27 Covered Products the warning applies to, so as to minimize the risk of consumer confusion. In the  
28 event that the Office of Environmental Health Hazard Assessment promulgates one or more  
regulations requiring or permitting warning text and/or methods of transmission different than

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3 those set forth above applicable to the Covered Products and chemical, Best Brands shall be  
4 entitled to use, at its discretion, such other warning text and/or methods of transmission without  
5 being deemed in breach of this Consent Judgment, as long as such warning text and methods of  
6 transmission comply with OEHHA regulations.

7 **2.4. Internet Sales**

8 For any Covered Products sold by Best Brands through the internet, the relevant warnings  
9 shall comply with the requirements of 27 Cal. Code Regs. § 25602(b), effective August 30, 2018,  
10 or any subsequent or amended OEHHA regulations regarding internet warnings.

11 **2.5. Warnings By Notice To Businesses Who Sell Or Receive The Covered**  
12 **Products**

13 For purposes of this Consent Judgment, Best Brands may also satisfy the warning  
14 requirement by providing the required information in compliance with 27 Cal. Code Regs.  
15 §25600.2 to any business or retailer that is subject to Proposition 65, to which it sells or transfers  
16 the Covered Products.

17 **3. MONETARY PAYMENTS**

18 **3.1. Payments Pursuant to Health & Safety Code § 25249.7(b)**

19 Best Brands shall pay a total civil penalty of \$20,000, to be apportioned in accordance  
20 with California Health & Safety Code §§25249.12(c) & (d), with 75% of these funds remitted to  
21 the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the  
22 remaining 25% of the penalty remitted to PHSA. Best Brands shall issue two separate checks for  
23 the penalty payment: (a) one check made payable to the Kawahito Law Group in Trust for the  
24 State of California's Office of Environmental Health Hazard Assessment ("in Trust for OEHHA")  
25 in the amount of \$15,000, representing 75% of the total civil penalty; and (b) one check to  
26 "Kawahito Law Group in Trust for PHSA" in the amount of \$5,000, representing 25% of the total  
27 civil penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be  
28 issued to OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486). The second

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3 1099 shall be issued to Kawahito Law Group APC, who shall furnish a W-9 at least five calendar  
4 days before payment is due.

5 The payments shall be delivered to PHSA's counsel at the following address within ten  
6 days of the Effective Date of this Consent Judgment:

7 James Kawahito, Esq.  
8 Kawahito Law Group APC  
9 300 Corporate Pointe., Suite 340  
Culver City, CA 90230

10 Payment may also be made by ACH or wire transfer. Instructions will be provided  
11 separately upon request.

12 **4. REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS**

13 The Parties acknowledge that PHSA and its counsel offered to resolve this dispute without  
14 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving any fee  
15 reimbursement issue to be resolved after the material terms of the Consent Judgment had been  
16 settled. The Parties reached an accord on the compensation due to PHSA and its counsel under  
17 general contract principles and the private attorney general doctrine codified at California Code of  
18 Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this  
19 Consent Judgment. Best Brands shall reimburse PHSA and its counsel in the total amount of  
20 \$80,000 for all attorney's fees, investigative and consulting costs, and all other expenses of any  
21 kind incurred by PHSA as a result of investigating, bringing this matter to the attention of  
22 Defendants, negotiating this Consent Judgment, drafting the pleadings, and preparing the  
23 necessary briefing to obtain Court approval of the Consent Judgment. Best Brands shall make  
24 payment by check or by ACH or wire transfer within ten days of the Effective Date. The check  
25 shall be made payable to "Kawahito Law Group APC" and delivered to the address below. Wire  
26 or ACH Instructions will be provided separately upon request.

27 James Kawahito, Esq.  
28 Kawahito Law Group APC

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3 300 Corporate Pointe., Suite 340  
4 Culver City, CA 90230

5 To allow for the issuance of a timely payment pursuant to the above, PHSA shall provide  
6 Best Brands with a completed IRS Form W-9 for the Kawahito Law Group APC upon request.

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8 **5. RELEASE OF CLAIMS**

9 **5.1. Release.**

10 This Consent Judgment is a full, final and binding resolution between PHSA, on behalf of  
11 itself and the public interest, and its past and current agents, representatives, attorneys, successors  
12 and/or assignees (the "Releasers"), on the one hand, and Best Brands, Disney Consumer Products,  
13 Inc., The Walt Disney Company, Disney Enterprises Inc., their respective parents, subsidiaries,  
14 affiliated entities that are under common ownership, directors, officers, employees, licensors,  
15 licensees, and each entity to whom Best Brands directly or indirectly distributes or sells the  
16 Covered Products, including but not limited to downstream retailers, distributors, wholesalers,  
17 customers, marketplace hosts, franchisers, cooperative members, licensors, licensees, and the  
18 successors and assigns of any of them (together with Disney Consumer Products, Inc., The Walt  
19 Disney Company, ad Disney Enterprises Inc., "Releasees") of any violation of Proposition 65 that  
20 was or could have been asserted by PHSA against Best Brands, and/or any of the Releasees based  
21 on the alleged failure to warn about alleged Proposition 65 exposures to benzene caused by the  
22 Covered Products that were manufactured as of the Effective Date. Compliance with the terms of  
23 this Consent Judgment constitutes compliance with Proposition 65 by Best Brands and Releasees  
24 with respect to the alleged or actual failure to warn about exposures to benzene from Covered  
25 Products.

26 **5.2 PHSA's Individual Release of Claims**

27 PHSA acknowledges it is familiar' with section 1542 of California's Civil Code, which  
28 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR  
OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR



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3 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF  
4 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR  
HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5 PHSA understands and acknowledges that the significance and consequence of this waiver  
6 of California Civil Code section 1542 is that even if PHSA suffers future damages arising out of or  
7 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
8 violation of Proposition 65 or any other statutory or common law regarding the Covered Products  
9 manufactured, distributed or sold by the Releasors through the Effective Date regarding the failure  
10 to warn about actual or alleged exposure to the Listed Chemical from the Covered Products,  
11 PHSA will not be able to make any claim for those damages, penalties or other relief against the  
12 Releasors. Furthermore, PHSA acknowledges that it intends these consequences for any such  
13 Claims arising from any violation of Proposition 65 or any other statutory or common law  
14 regarding the failure to warn about exposure to the Listed Chemical from the Covered Products as  
15 may exist as of the date of this release but which PHSA does not know exist, and which, if known,  
16 would materially affect their decision to enter into this Consent Judgment, regardless of whether  
17 their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.  
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### 19 **5.3 Best Brands' Release of PHSA**

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

### 26 **6. COURT APPROVAL**

27 This Consent Judgment is not effective until it is approved and entered by the Court and  
28 shall be null and void if, for any reason, it is not approved and entered by the Court.

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**7. SEVERABILITY**

If, subsequent to the execution of this Consent 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 unless it materially alters the purpose of the Consent Judgment.

**8. GOVERNING LAW**

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then Best Brands may provide Plaintiff with written notice of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment, with respect to, and to the extent that, the Covered Products are so affected.

**9. JOINT PREPARATION**

The Parties have jointly participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

**10. 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. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the

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2 other provisions hereof whether or not similar, nor shall such waiver constitute a continuing  
3 waiver unless set forth in writing between the Parties.

4 **11. NOTICES**

5 Unless specified herein, all correspondence and notice required to be provided pursuant to  
6 this Consent Judgment shall be in writing and, with courtesy copies to counsel delivered by email,  
7 sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested;  
8 or (c) a recognized overnight courier on any Party by the other at the following addresses:  
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10 For Best Brands: Benjamin England  
11 Benjamin L. England & Associates, LLC  
12 810 Landmark Drive, Suite 126  
13 Glen Burnie, MD 21061  
bengland@englandlawgroup.com

14 For PHSA: Public Health And Safety Advocates, LLC  
15 10429 Eastborne St.  
16 Los Angeles, CA 90049

17 With a Copy to: James K. Kawahito  
18 Kawahito Law Group APC  
19 Attn. PHSA v. Best Brands  
20 300 Corporate Pointe, Suite 340  
El Segundo, CA 90245  
jkawahito@kawahitolaw.com

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

23 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

27 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7**

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3 PHSA and his attorneys agree to comply with the reporting form requirements referenced  
4 in California Health and Safety Code Section 25249.7(f).

5 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

6 The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed  
7 motion is required to obtain judicial approval of this Consent Judgment. In furtherance of  
8 obtaining such approval, PHSA shall be responsible for preparing the motion to approve the  
9 Consent Judgment. Best Brands and its respective counsel agrees to mutually employ their best  
10 efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the  
11 Consent Judgment by the Court in a timely manner. For purposes of this paragraph, best efforts  
12 shall include at a minimum, cooperating in Plaintiff's drafting and filing of any papers in support  
13 of the required motion for judicial approval.

14 **15. MODIFICATION**

15 This Consent Judgment may be modified only: (1) by written agreement of the parties and  
16 upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion  
17 of any party and entry of a modified consent judgment by the Court. The Attorney General shall  
18 be served with notice of any proposed modification to this Consent Judgment at least fifteen days  
19 in advance of its consideration by the Court. To the extent either party alleges a breach of this  
20 Consent Judgment, written notice shall be provided to the party in alleged breach and the Parties  
21 shall thereafter meet and confer for at least 30 days to try to informally resolve the dispute before  
22 either Party files a motion to enforce.

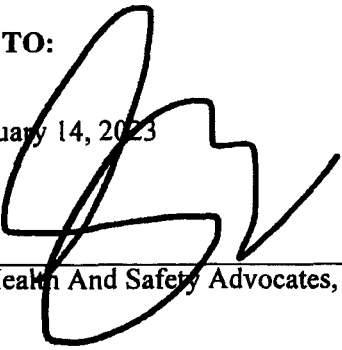
23 **16. AUTHORIZATION**

24 The undersigned are authorized to stipulate to, enter into, and execute this Consent  
25 Judgment on behalf of their respective parties, and have read, understood, and agree to all of the  
26 terms and conditions of this Consent Judgment.  
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**AGREED TO:**

Date: February 14, 2023

By:   
Public Health And Safety Advocates, LLC

**AGREED TO:**

Date: February 14, 2023

By:   
Best Brands Sales Company, LLC

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: \_\_\_\_\_

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT