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Attorneys for Defendant
MAESA LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

CENTER FOR ADVANCED PUBLIC
AWARENESS,

Plaintiff,

v.

MAESA LLC; and DOES 1-30, inclusive,

Defendants.

Case No. CV0001633

[PROPOSED] CONSENT JUDGMENT

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

Case Filed: December 19, 2023

Trial: Vacated (Notice of Settlement on File)

1. INTRODUCTION

This Consent Judgment is entered into by and between plaintiff Center for Advanced Public Awareness (“CAPA”) and defendant Maesa LLC (“Maesa”), with CAPA and Maesa each individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in

1 the May 27, 2022 60-Day Notice of Violation in compliance with the Safe Drinking Water and
2 Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

3 **1.1 The Parties**

4 CAPA is a California-based non-profit organization proceeding in the public interest pursuant
5 to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of
6 California to cause cancer, birth defects, or other reproductive harm are disclosed to California
7 consumers or eliminated from consumer products sold in California entirely. Maesa is a person in the
8 course of doing business for purposes of California Health & Safety Code § 25249.11(b).

9 **1.2 Consumer Product Description**

10 CAPA alleges that Maesa manufactured, imported, sold, or distributed for sale in California
11 glass bottles with exterior decoration containing the heavy metal, Lead. Such glass bottles with
12 exterior decorations allegedly containing lead are specifically defined as and limited to Maesa’s *Col-*
13 *lab Meet Your Matte Velvet Foundation, Olive 5.5 UPC 5 033102 869614*, i.e. the “Products”. CAPA
14 further alleges that Maesa sold the Products in and into California without providing the “clear and
15 reasonable” health hazard warning required for consumer product exposures to lead by Proposition
16 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause
17 cancer and birth defects or other reproductive harm.

18 **1.3 Notice of Violation**

19 On May 27, 2022, CAPA served Maesa, the Office of the Attorney General of the State of
20 California (“OAG”), and all other requisite public enforcement agencies with a 60-Day Notice of
21 Violation (the “Notice”). In its Notice, CAPA alleges that Maesa violated Proposition 65 by failing
22 to warn its customers and consumers in California that the Products can expose users to Lead. No
23 public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set
24 forth in the Notice.

25 **1.4 Complaint**

26 On March 10, 2023, CAPA commenced the instant action (“Complaint”), naming Maesa as a
27 defendant for the alleged violations of Proposition 65 that are the subject of the Notice.
28

1 **1.5 No Admission**

2 Maesa denies the material, factual and legal allegations contained in the Notice and
3 Complaint and maintains that all products it sold or distributed for sale in California, including the
4 Products, comply with all laws. Neither any term of this Consent Judgment nor Maesa's compliance
5 shall be construed as an admission by Maesa of any fact, finding, legal conclusion, legal issue, or
6 violation of law. This section shall not, however, diminish or otherwise affect Maesa's obligations,
7 responsibilities, and duties under this Consent Judgment.

8 **1.6 Jurisdiction**

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

13 **1.7 Effective Date**

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

16 **2. INJUNCTIVE RELIEF: REFORMULATION AND WARNING REQUIREMENTS**

17 **2.1 Commitment to Reformulate or Warn**

18 Commencing on the Effective Date and continuing thereafter, all Products that Maesa
19 manufactures, imports, packages, sells, ships, provides, or distributes for sale in or into California,
20 directly or through third-party customers Maesa knows or reasonably should know offer the Products
21 for sale in or into California, excluding those manufactured or that otherwise entered the stream of
22 commerce prior to the Effective Date, shall either qualify as Reformulated Products, as defined by
23 Section 2.2, or be accompanied by a clear and reasonable warning pursuant to Sections 2.3-2.5, to the
24 extent applicable.

25 **2.2 Reformulation Standard**

26 For purposes of this Consent Judgment, "Reformulated Products" are defined as Products:
27 (a) containing no more than 0.009% or 90 parts per million ("ppm") Lead in any decoration,
28 description, artwork and/or design on the exterior surface when analyzed pursuant to U.S.

Environmental Protection Agency (“EPA”) testing methodologies 3050B and 6020A or equivalent methodologies utilized by federal or state agencies for the purpose of determining Lead content in a solid substance; and (b) yielding a test result of no more than 1.0 microgram of Lead on any exterior surface covered with a decoration, description, artwork and/or design when sampled pursuant to the NIOSH 9100 testing protocol.

2.3 Clear and Reasonable Warnings

Commencing on the Effective Date and continuing thereafter, for all Products that are not Reformulated Products as defined by Section 2.2, above, Maesa shall provide clear and reasonable warnings in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Products to which the warning applies.

(a) Long-Form Warnings. The Warning shall consist of the following statement:

⚠️WARNING: This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

(b) Short-Form Warnings. Maesa may, but is not required to, use the following short-form warnings as set forth in this subsection 2.3(b) (“Short-Form Warning”), subject to the additional requirements in Sections 2.4 and 2.5, below, as follows:

⚠️WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Risk of cancer and reproductive harm from exposure to Lead. See www.P65Warnings.ca.gov.

- or -

⚠️WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Can expose you to Lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

- or -

The following warning statement may be used on Products containing Lead manufactured and labeled prior to January 1, 2028:

⚠️ WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov

1 (c) **Foreign Language Requirement.** Where a consumer product sign, label or
2 shelf tag used to provide a warning includes consumer information in language(s) other than English,
3 the warning must also be provided in the other language(s) in addition to English.

4 **2.4 Product Warnings**

5 Commencing on the Effective Date and continuing thereafter, for all Products sold and/or
6 offered for sale in California that do not meet the definition of “Reformulated Products” established
7 by Section 2.2, above, Maesa shall affix a warning to the Product label, packaging, or otherwise
8 directly on Products provided for sale to consumers in California and to customers Maesa knows or
9 reasonably should know offer internet sales, maintain retail outlets in California or engage in
10 nationwide distribution. For purposes of this Agreement, “Product label” means any display of
11 written, printed or graphic material printed on or affixed to a Product or its immediate container or
12 packaging. A warning provided pursuant to section 2.3(a) or (b) must print the word “**WARNING:**”
13 in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**” must
14 be a black exclamation point in a yellow equilateral triangle with a black outline, except if the
15 labeling does not use yellow, the symbol may be in black and white. The entire warning shall appear
16 in at least 6-point type and no smaller than the largest type size used for other consumer information
17 on the Products.

18 **2.5 Internet Warnings**

19 If, after the Effective Date, Maesa sells Products other than Reformulated Products via the
20 internet or through its own website(s), or through the websites of affiliates or direct customers
21 Maesa knows or reasonably should know sell or resell Maesa’s Products online in or into California,
22 Maesa shall provide warnings for each Product both on the Product label in accordance with Section
23 2.4, and by prominently displaying the warning, or requiring the warning to be prominently
24 displayed, to the consumer during the purchase of the Product without requiring customers to seek
25 out the warning. The warning or a clearly marked hyperlink to the warning using the word
26 “**WARNING**” given in conjunction with the sale of the Covered Products via the internet shall
27 appear (a) on the same web page on which the Products are displayed; (b) via a clearly marked
28 hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA**

1 **WARNING”** on the product display page that links to the warning; or (c) as an otherwise
2 prominently displayed warning provided to the purchaser prior to completing the purchase (which
3 does not include a warning in the general content section of the website). For direct customers or
4 affiliates that Maesa knows or reasonably should know will sell its Products online in or into
5 California, as a condition of sale, Maesa shall notify such sellers the Products must be accompanied
6 by a warning, prior to sale in or into California, and shall supply such seller(s) with the warning
7 requirements established by this Section 2. If the On Product Warning is one of the warning
8 statements set forth in Section 2.3(b), the Internet Warning may use the corresponding warning
9 statement or a clearly marked hyperlink to the warning as described above in this paragraph.

10 **3. MONETARY SETTLEMENT TERMS**

11 **3.1 Civil Penalty**

12 Pursuant to Health and Safety Code § 25249.7(b), Maesa agrees to pay a civil penalty of
13 \$2,500 within thirty (30) calendar days of the Effective Date. Maesa’s civil penalty payment will be
14 allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent
15 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment
16 (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by CAPA. Maesa shall issue its
17 payment in two checks made payable to: (a) “**OEHHA**” in the amount of \$1,875; and (b) “**Center for**
18 **Advanced Public Awareness**” in the amount of \$625. CAPA’s counsel shall deliver to OEHHA and
19 CAPA their respective portions of the penalty payment.

20 **3.2 Reimbursement of Attorneys’ Fees and Costs**

21 The Parties negotiated and reached an accord on the amount of reimbursement to be paid to
22 CAPA’s counsel, under general contract principles and the private attorney general doctrine,
23 codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual
24 execution and reporting of this Consent Judgment to the OAG and entry of Judgment pursuant its
25 terms, but exclusive of fees and costs on appeal, if any. Within thirty (30) calendar days of the
26 Effective Date, Maesa shall issue a check in the amount of \$20,000 and made payable to “**Seven**
27 **Hills LLP**” for all fees and other costs incurred investigating, bringing this matter to Maesa’s
28 attention, litigating, negotiating a settlement in the public interest, obtaining the Court’s approval of

its terms pursuant to Section 5, and reporting to the OAG.

3.3 Payments

All payments payable and due under this Consent Judgment shall be delivered to CAPA's counsel at the following address:

Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 CAPA's Release of Proposition 65 Claims

CAPA acting on its own behalf and in the public interest releases Maesa, its past and present subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Maesa directly or indirectly distributes or sells the Products including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees ("Releasees") from all claims for violations of Proposition 65 up through the Effective Date, including those claims related to Products manufactured or that otherwise entered the stream of commerce before the Effective Date, based on alleged or actual exposures to Lead from the Products. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to Lead from the Products.

The Parties understand and agree this Section 4.1 release shall neither extend upstream to any entity that manufactured or supplied the Products, or any component materials thereof to Maesa, nor shall this release extend downstream to any Releasee instructed by Maesa pursuant to Section 2.5 to provide an online warning for Products sold after the Effective Date that are not Reformulated Products and who fails to do so.

4.2 CAPA's Individual Release of Claims

CAPA, in its individual capacity only and not in its representative capacity, also hereby provides a release to Maesa and the Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of actions, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of CAPA of any nature, character, or kind arising out

1 of alleged or actual exposures to Lead in Products manufactured, sold, or distributed for sale by
2 Maesa prior to the Effective Date. The Parties also understand and agree that this Section 4.2 release
3 shall neither extend upstream to any entity that manufactured or supplied the Products, or any
4 component parts thereof to Maesa nor shall this release extend to downstream to any Releasee
5 instructed by Maesa pursuant to Section 2.5 to provide an online warning for Products sold after the
6 Effective Date that are not Reformulated Products and who fails to do so. Nothing in this section shall
7 affect CAPA's right to commence or prosecute an action under Proposition 65 against a Releasee that
8 does not involve Maesa's Products.

9 **4.3 Maesa's Release of CAPA**

10 Maesa, on its own behalf and on behalf of its past and current agents, representatives,
11 attorneys, successors, and assignees, hereby waives any and all claims against CAPA and its
12 attorneys and other representatives, for any and all actions taken or statements made, whether in the
13 course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter
14 with respect to the Products.

15 **5. COURT APPROVAL**

16 Pursuant to California Health and Safety Code § 25249.7(f)(4), CAPA shall file a noticed
17 motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their
18 best efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this
19 Consent Judgment, and judicial approval of their settlement in a timely manner. For purposes of this
20 section, "best efforts" includes, at a minimum, supporting the motion for approval, responding to any
21 third-party objection, and appearing at the hearing before the Court if so requested.

22 **6. SEVERABILITY**

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

1 **7. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of California
3 and apply within California. Nothing in this Consent Judgment shall be interpreted to relieve Maesa
4 from its obligation to comply with any pertinent state or federal law or regulation.

5 **8. NOTICE**

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

9 For Maesa:

10 Yara Martinez, General Counsel
11 Maesa LLC
12 225 Liberty Street, Suite 2301
13 New York, NY 10281

For CAPA:

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

12 With a copy to:

13 William F. Tarantino, Esq.
14 Morrison & Foerster LLP
15 425 Market Street
16 San Francisco, CA 94105

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

18 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

19 This Consent Judgment may be executed in counterparts and by electronic or facsimile
20 signature(s), each of which shall be deemed an original and, all of which, when taken together, shall
21 constitute one and the same document.

22 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

25 **11. ENTIRE AGREEMENT**

26 This Consent Judgment contains the sole and entire agreement and understanding of the
27 Parties with respect to the subject matter hereof. Any prior discussions, negotiations, commitments,
28 or understandings related hereto, if any, are hereby merged. No warranty, representation, or other

1 agreement between the Parties exists other than that expressly set forth herein. No representation,
2 oral or otherwise, express or implied, other than those specifically referred to in this Consent
3 Judgment have been made by either Party hereto. No other agreement not specifically contained
4 herein, oral or shall be deemed to exist or to bind either of the Parties hereto.

5 **12. MODIFICATION**

6 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
7 the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of
8 any party and the entry of a modified Consent Judgment by the Court thereon. In the event the
9 Parties or either Party seeks to modify this Consent Judgment they shall meet and confer, or attempt
10 to meet and confer, for a period of not less than thirty (30) days before bringing a motion to modify
11 the Consent Judgment. Should the Parties agree or either Party decide to bring a motion for
12 modification of this Consent Judgment, the Parties agree and understand any such motion shall not
13 be heard until forty-five (45) days after the OAG's receipt of the proposed modified consent
14 judgment and all moving papers in support of the motion.

15 **13. AUTHORIZATION**

16 The undersigned are authorized to execute this Consent Judgment on behalf of their
17 respective Party and have read, understand, and agree to all the terms and conditions of this Consent
18 Judgment.

19 **AGREED TO:**

20 Date: 07/14/2026 _____

21 By: 
22 Linda DeRose-Droubay, Executive Director
23 CENTER FOR ADVANCED PUBLIC
24 AWARENESS

AGREED TO:

Date: 7/07/2026 _____

25 By: 
26 Yara Martinez, General Counsel
27 MAESA LLC
28