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5 KEEP AMERICA SAFE AND BEAUTIFUL

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10 Attorneys for Defendant
11 JEFFREE STAR COSMETICS, INC.

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION

15 KEEP AMERICA SAFE AND BEAUTIFUL,

16 Plaintiff,

17 v.

18 JEFFREE STAR COSMETICS, INC.; and
19 DOES 1-30, inclusive,

20 Defendants.

Case No. CGC-24-615280

[PROPOSED] CONSENT JUDGMENT

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

1 **1. INTRODUCTION**

2 This Consent Judgment (“**Agreement**”) is entered into by and between plaintiff Keep America
3 Safe and Beautiful (“**KASB**”) on the one hand, and defendant Jeffree Star Cosmetics, Inc. (“**Jeffree**
4 **Star**”) on the other hand, with KASB and Jeffree Star each individually referred to as a “**Party**” and,
5 collectively, as the “**Parties**” to resolve the allegations in the Complaint filed in this action, in
6 compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code
7 § 25249.6 *et seq.* (“**Proposition 65**”).

8 **1.1 The Parties**

9 KASB is a California-based non-profit organization proceeding in the public interest pursuant
10 to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of
11 California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated
12 from consumer products sold in California. Jeffree Star is a person in the course of doing business for
13 purposes of California Health & Safety Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 KASB alleges that Jeffree Star manufactures, imports, sells, and distributes for sale in
16 California bags with vinyl/PVC components containing diisononyl phthalate (“**DINP**”) including, but
17 not limited to, *Travel Skincare Bag, UPC: 8 40157 90806 0*, without providing the health hazard
18 warning that KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.*
19 (“**Proposition 65**”). Bags with vinyl components are referred to hereinafter as the “**Products.**” DINP
20 is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

21 **1.3 Notice of Violation**

22 On September 6, 2023, KASB served Jeffree Star, the California Attorney General, and the
23 requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Jeffree
24 Star violated Proposition 65 by failing to warn its customers and consumers in California that its
25 Products can expose users to DINP. No public enforcer has commenced and is diligently prosecuting
26 an action to enforce the allegations in the Notice.

1 **1.4 Complaint**

2 On June 6, 2024, KASB commenced the instant action (“**Complaint**”), naming Jeffree Star
3 as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

4 **1.5 No Admission**

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

12 **1.6 Jurisdiction**

13 For purposes of this Agreement only, the Parties stipulate that this Court has jurisdiction over
14 Jeffree Star as to the allegations contained in the Complaint; that venue is proper in San Francisco
15 County; and that the Court has jurisdiction to enter and enforce the provisions of this Agreement,
16 pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

17 **1.7 Effective Date**

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

20 **2. INJUNCTIVE RELIEF: REFORMULATION**

21 **2.1 Reformulation Commitment**

22 Commencing on the Effective Date and continuing thereafter, all Products Jeffree Star
23 manufactures, imports, or purchases for resale in or into California, directly or through one or more
24 third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for
25 Reformulated Products, as defined by Section 2.2.

26 **2.2 Reformulation Standard**

27 For purposes of this Agreement, “Reformulated Products” are defined as Products which, if
28 they contain di(2-ethylhexyl) phthalate (“DEHP”), di-n-butyl phthalate (“DBP”), diisononyl phthalate

1 (“DINP”), butyl benzyl phthalate (“BBP”), di-isodecyl phthalate (“DIDP”) or di-n-hexyl phthalate
2 (“DnHP”), contain any or all such chemicals each in a maximum concentration of less than 0.1
3 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of
4 California, the United States Food and Drug Administration/Environmental Protection Agency, the
5 National Environmental Laboratory Accreditation Program, or a member accreditation body of the
6 International Laboratory Accreditation Cooperation (“ILAC”). For purposes of compliance with this
7 reformulation standard, testing samples shall be prepared and extracted using Consumer Product
8 Safety Commission (“CPSC”) methodology CPSC CH-C1001.09.3 and analyzed using U.S.
9 Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or
10 state government agencies to determine phthalate content in a solid substance.

11 **2.3 Certification to Compliance with Reformulation Standard**

12 On or before the thirtieth (30th) day after the Effective Date, an officer of Jeffree Star shall
13 provide Seven Hills LLP with a written attested declaration stating, as of the Effective Date, and
14 continuing thereafter, any and all Products manufactured or imported by Jeffree Star for sale to (a)
15 consumers in California directly including through its own website, affiliated websites or a third party
16 website, to consumers located in California, and (b) customers with nationwide distribution and e-
17 commerce websites, are Reformulated Products as defined by Section 2.2. Along with its attested
18 declaration, Jeffree Star shall provide a recent test result performed after the date of the Notice,
19 showing the Products were tested and analyzed according to the parameters set forth in the preceding
20 Section 2.2 and are Reformulated Products. Failure to comply with this section shall render this
21 agreement null and void.

22 **2.4 Interim Clear and Reasonable Warnings**

23 In accordance with this Section pursuant to Title 27 California Code of Regulations § 25600,
24 *et seq.*, Jeffree Star shall provide clear and reasonable warnings for all Products remaining in
25 inventory that are not Reformulated Products provided for sale to customers located in California,
26 with locations in California, nationwide distribution, or e-commerce websites. The following warning
27 shall be prominently placed with such conspicuousness as compared with other words, statements, or
28 designs as to render it likely to be read and understood by an ordinary individual under customary

1 conditions before purchase or use and shall be provided in a manner such that it is clearly associated
2 with the specific Product to which the warning applies.

3 **⚠WARNING:** This product can expose you to diisononyl phthalate (DINP)
4 which is known to the State of California to cause cancer and
5 birth defects or other reproductive harm. For more information
6 go to www.P65Warnings.ca.gov.

6 **2.4.1 Foreign Language Requirement.** Where a consumer product sign, label or
7 shelf tag used to provide a warning includes consumer information, as that term is defined in title 27,
8 Cal. Code of Regulations, section 25600.1(c) (“**Consumer Information**”), in languages other than
9 English, the warning must also be provided in those languages in addition to English.

10 **2.4.2 On-Product Warnings.** Jeffree Star shall affix a warning to the Product label
11 or otherwise directly on each Product. For the purpose of this Agreement, “**Product label**” means a
12 display of written, printed or graphic material that is printed on or affixed to each of a Product or its
13 immediate packaging. The warning must print the word “**WARNING:**” in all capital letters and in
14 bold font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation
15 point in a yellow equilateral triangle with a black outline, except that if the labeling does not use the
16 color yellow, then the symbol may be in black and white. The entire warning shall appear in a type
17 size of at least 6-point type and no smaller than the largest type size used for other Consumer
18 Information on the Products.

19 **2.4.3 Internet Warnings.** Jeffree Star shall provide warnings for each Product both
20 on the Product label in accordance with Section 2.5.2, and by prominently displaying, or requiring the
21 warning to be prominently displayed on affiliated websites, third party websites or by retail
22 customers, to consumers during the purchase of the Products without requiring customers to seek out
23 the warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**”
24 given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same
25 web page on which the Products are displayed; (b) on the same web page as the virtual cart
26 displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web
27 pages displayed to a purchaser during the checkout process. The warning shall appear in any of the
28 above instances adjacent to or immediately following the display, description, or price of the Products

1 for which it is given in the same type size or larger than other consumer information provided for the
2 Products. For third-party websites, over which Jeffree Star has no control, as a condition of sale,
3 Jeffree Star shall provide its customer with notices stating the Products must be accompanied by a
4 warning, prior to sale in or into California, and shall supply the warning requirements, pursuant to
5 Section 2.3.

6 **3. MONETARY SETTLEMENT TERMS**

7 **3.1 Civil Penalty**

8 Pursuant to Health and Safety Code § 25249.7(b), Jeffree Star agrees to pay a civil penalty of
9 \$6,500 within five (5) business days of the Effective Date. Jeffree Star' civil penalty payment will be
10 allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent
11 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment
12 (“OEHHA”), and the remaining twenty-five percent (25%) retained by KASB. Jeffree Star shall
13 issue its payment in two checks made payable to: (a) “OEHHA” in the amount of \$4,875; and (b)
14 “Seven Hills in trust for Keep America Safe and Beautiful” in the amount of \$1,625. KASB’s counsel
15 shall deliver to OEHHA and KASB their respective portion of the penalty payment.

16 **3.2 Reimbursement of Attorneys’ Fees and Costs**

17 KASB and its counsel offered to resolve the allegations in the Notice without reaching terms
18 on the amount of reimbursement of attorneys’ fees and costs. Shortly after the Parties finalized the
19 other material settlement terms, they negotiated and reached an accord on the amount of
20 reimbursement to be paid to KASB’s counsel, under general contract principles and the private
21 attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work
22 performed through the mutual execution and reporting of this Agreement to the Office of the
23 California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and
24 costs on appeal, if any. Within five (5) days of the Effective Date, Jeffree Star agrees to issue a
25 check in the amount of \$27,000 payable to “Seven Hills LLP” for all fees and costs incurred
26 investigating, bringing this matter to Jeffree Star’s attention, negotiating a settlement in the public
27 interest, obtaining the Court’s approval of its terms pursuant to Section 5, and reporting to the
28 California Attorney General pursuant to Section 9.

1 **3.3 Payments**

2 All payments payable and due under this Agreement shall be delivered to KASB’s counsel at
3 the following address:

 Seven Hills LLP
 Attn: Laralei Paras
 4 Embarcadero Center, Suite 1400
 San Francisco, CA 94111

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6 **4. CLAIMS COVERED AND RELEASED**

7 **4.1 KASB’s Release of Proposition 65 Claims**

8 This Agreement is a full, final, and binding resolution of the claims that were or could have
9 been asserted by KASB arising out of the allegations in the Notice and in the Complaint. KASB,
10 acting on its own behalf, in the public interest, and on behalf of its past and current agents,
11 representatives, attorneys, successors and assignees (“**Releasors**”) releases Jeffree Star, its past and
12 present parents, subsidiaries, affiliated entities under common ownership including: directors,
13 officers, employees, attorneys, and each entity to whom Jeffree Star directly or indirectly distributes
14 or sells Products, including, but not limited to, downstream distributors, wholesalers, customers,
15 retailers, franchisees, cooperative members, and licensees (collectively, (“**Releasees**”) based on their
16 failure to warn under Proposition 65 about alleged exposures to DINP contained in the Products that
17 were manufactured, distributed, sold and/or offered for sale by Jeffree Star in California before the
18 Effective Date, as alleged in the Notice and Complaint.

19 **4.2 KASB’s Individual Release of Claims**

20 In further consideration of the promises and agreements herein contained, KASB as an
21 individual and not on behalf of the public, on behalf of itself, its past and current agents,
22 representatives, attorneys, successors, and/or assignees, hereby waives all of KASB’s rights to
23 institute or participate in, directly or indirectly, any form of legal action and releases all claims that
24 KASB may have, including, without limitation, all actions, and causes of action, in law or in equity,
25 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including,
26 but not exclusively, investigation fees, expert fees, and attorneys’ fees arising under Proposition 65
27 with respect to DINP, DEHP, DBP, BBP, DIDP, and DnHP in the Products manufactured,
28

1 distributed, sold and/or offered for sale by Jeffree Star, before the Effective Date (collectively,
2 “**Claims**”), against Jeffree Star and Releasees.

3 This Section 4.1 release shall extend neither upstream to any entities that manufactured the
4 Products or any component parts thereof, or any distributors or suppliers who sold the Products or
5 any component parts thereof to Jeffree Star nor downstream to any Releasees who has been instructed
6 by Jeffree Star pursuant to Sections 2.4.3 to provide a warning and fails to do so. Nothing in this
7 Section affects KASB’s right to commence or prosecute an action under Proposition 65 against a
8 Releasee that does not involve Jeffree Star’s Products.

9 **4.3 Jeffree Star’s Release of KASB**

10 Jeffree Star, on behalf of itself, its past and current agents, representatives, attorneys,
11 successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other
12 representatives, for any and all actions taken or statements made (or those that could have been taken
13 or made) by KASB and its attorneys and other representatives, whether in the course of investigating
14 claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the
15 Products.

16 **5. COURT APPROVAL**

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

23 **6. SEVERABILITY**

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

1 **7. GOVERNING LAW**

2 The terms of this Agreement shall be governed by the laws of the State of California and
3 apply within California. Nothing in this Agreement shall be interpreted to relieve Jeffree Star from
4 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 Agreement shall be in
7 writing and sent by electronic mail and by either (i) first-class registered or certified mail, return
8 receipt requested, or (ii) a recognized overnight courier to any Party by the other at the following
9 addresses:

10 For Jeffree Star:

11 Nakuma Scott, Associate General Counsel
12 Jeffree Star Cosmetics
13 20630 Plummer Street
14 Chatsworth, CA 91311
15 nakuma@jeffreestarcosmetics.com

For KASB:

Laralei Paras, Partner
Seven Hills LLP
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
laralei@sevenhillslp.com

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

18 **9. COUNTERPARTS AND PDF SIGNATURES**

19 This Agreement may be executed in counterparts and by portable document format (pdf)
20 signature, 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 KASB 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 Agreement contains the sole and entire agreement and understanding of the Parties with
27 respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
28 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

1 forth herein. No representations, oral or otherwise, express or implied, other than those specifically
2 referred to in this Agreement have been made by any Party hereto. No other agreements not
3 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any
4 of the Parties hereto.

5 **12. MODIFICATION**

6 This Agreement may be modified only by: (i) a written agreement of the Parties and the entry
7 of a modified Agreement by the Court thereon; or (ii) upon a successful motion of any party and the
8 entry of a modified Agreement by the Court thereon.

9 **13. AUTHORIZATION**


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


12 **AGREED TO:**

AGREED TO:

13 Date: 10/03/2024

Date: October 10, 2024

14
15 By:  _____

14
15 By:  _____

16 Lance Nguyen, CEO
Keep America Safe and Beautiful

16 Nakuma Scott, Associate General Counsel
Jeffree Star Cosmetics, Inc.