

Counsel for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

**[PROPOSED] CONSENT
JUDGMENT AS TO BRAND BUZZ,
LLC**

1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment (“Parties”) are the Center for
3 Environmental Health (“CEH”) and defendant Brand Buzz, LLC (“Settling Defendant”). CEH
4 and Settling Defendant are referred to collectively as the “Parties.”

5 1.2 Settling Defendant is a corporation that employs ten or more persons and that
6 manufactures, distributes, and/or sells liquid soaps such as hand soap that contain coconut oil
7 diethanolamine condensate (cocamide diethanolamine) (hereinafter, “cocamide DEA”) in the
8 State of California or has done so in the past.

9 1.3 On October 25, 2023, CEH served a 60-Day Notice of Violation under
10 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
11 & Safety Code §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, the California Attorney
12 General, the District Attorneys of every County in the State of California, and the City Attorneys
13 for every City in the State of California with a population greater than 750,000. The Notice
14 alleges violations of Proposition 65 with respect to the presence of cocamide DEA in liquid soaps
15 such as hand soap that Settling Defendant manufactured, distributed, sold, or offered for sale in
16 California.

17 1.4 On May 29, 2024, CEH filed the operative complaint in this matter
18 (“Complaint”) naming Settling Defendant as a defendant.

19 1.5 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
20 Court has jurisdiction over the allegations of violations contained in the Complaint and personal
21 jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii) venue is proper in
22 the County of San Francisco; and (iii) this Court has jurisdiction to enter this Consent Judgment.

23 1.6 Nothing in this Consent Judgment is, or shall be construed as, an admission by
24 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance
25 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
26 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
27 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
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1 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
2 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
3 this action.

4 **2. DEFINITIONS**

5 2.1 “Covered Products” means liquid soaps, such as hand soaps and dish soaps.

6 2.2 “Effective Date” means the date on which this Consent Judgment is entered
7 by the Court.

8 **3. INJUNCTIVE RELIEF**

9 3.1 **Reformulation.** As of the Effective Date, Settling Defendant shall not
10 manufacture, distribute, sell, or offer for sale any Covered Product that contains cocamide DEA
11 that will be sold or offered for sale to California consumers. For purposes of this Consent
12 Judgment, a product “contains cocamide DEA” if cocamide DEA is an intentionally added
13 ingredient in the product and/or part of the product formulation.

14 3.2 **Specification to Suppliers.** If Settling Defendant continues to distribute
15 and/or sell or offer for sale the Covered Products in California, it shall issue specifications to its
16 manufacturers and/or suppliers of any Covered Products that will be available to California
17 consumers, requiring that Covered Products not contain cocamide DEA.

18 3.3 **Action Regarding Specific Products.**

19 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling and/or
20 distributing the Clorox Franganzia Spring Hand Soap and the Clorox Franganzia Dish Soap in Spring
21 Scent products that contain cocamide DEA (the “Section 3.3 Products”). On or before the Effective
22 Date, Settling Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its
23 immediate downstream customers that it knows or has reason to believe resell the Section 3.3
24 Product in California; and (ii) send instructions to its immediate downstream customers that it
25 knows or has reason to believe resell the Section 3.3 Products in California instructing them to not
26 sell any Section 3.3 Products to California consumers. For purposes of this Section only, Settling
27 Defendant shall have “reason to believe” its Section 3.3 Products are sold by immediate
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1 downstream customers in California or to California consumers if the immediate downstream
2 customer has physical stores in California or an online presence through which it sells the Products.

3 3.3.2 Within sixty days of the Effective Date, Settling Defendant shall provide
4 CEH with written certification confirming compliance with the requirements of this Section

5 **4. ENFORCEMENT**

6 4.1 Plaintiff may, by motion or application for an order to show cause before the
7 Superior Court of San Francisco County, enforce the terms and conditions contained in this
8 Consent Judgment. Prior to bringing any motion or application to enforce the requirements of
9 Section 3 above, Plaintiff shall provide Settling Defendant with a Notice of Violation setting forth
10 the basis for the alleged violation. The Parties shall then meet and confer regarding the basis for
11 the anticipated motion or application in an attempt to resolve it informally, including providing
12 Settling Defendant with a reasonable opportunity of at least thirty days to cure any alleged
13 violation. Should such attempts at informal resolution fail, Plaintiff may file an enforcement
14 motion or application. This Consent Judgment may only be enforced by the Parties. To the
15 extent that Settling Defendant can demonstrate that it distributed or sold the Covered Product
16 subject to the Notice of Violation prior to the Effective Date, the sale of such Covered Product
17 will not constitute a violation of the terms of this Consent Judgment.

18 **5. PAYMENTS**

19 5.1 **Payments by Settling Defendant.** Within fifteen calendar days of the Effective
20 Date, Settling Defendant shall pay the total sum of \$32,500 as a settlement payment as further set
21 forth in this Section.

22 5.2 **Allocation of Payments.** The total settlement amount for Settling Defendant
23 shall be paid in five separate checks in the amounts specified below and delivered as set forth
24 below. Any failure by Settling Defendant to comply with the payment terms herein shall be
25 subject to a stipulated late fee to be paid by Settling Defendant to CEH in the amount of \$100 for
26 each day the full payment is not received after the payment due date set forth in Section 5.1. The
27 late fees required under this Section shall be recoverable, together with reasonable attorneys' fees,
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1 in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds
2 paid by Settling Defendant shall be allocated as set forth below between the following categories
3 and made payable as follows:

4 5.2.1 A civil penalty in the amount of \$4,412 pursuant to Health & Safety
5 Code § 25249.7(b). The civil penalty shall be apportioned in accordance with Health & Safety
6 Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental
7 Health Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty
8 payment of \$3,309 shall be made payable to OEHHA and associated with taxpayer identification
9 number 68-0284486. This payment shall be delivered as follows:

10 For United States Postal Service Delivery:

11 Attn: Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 P.O. Box 4010, MS #19B
15 Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery:

17 Attn: Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
20 1001 I Street, MS #19B
21 Sacramento, CA 95814

22 The CEH portion of the civil penalty payment for \$1,103 shall be made payable to the
23 Center for Environmental Health and associated with taxpayer identification number 94-3251981.
24 This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
25 Francisco, CA 94117.

26 5.2.2 An Additional Settlement Payment (“ASP”) in the amount of
27 \$3,309 to CEH in lieu of civil penalty pursuant to Health & Safety Code § 25249.7(b), and
28 California Code of Regulations, Title 11, § 3204. CEH will use these funds to support CEH
programs and activities that seek to educate the public about toxic chemicals, including cocamide
DEA, work with industries interested in moving toward safer alternatives, advocate with
government, businesses, and communities for business practices that are safe for human health

and the environment, and thereby reduce the public health impacts and risks of exposure to cocamide DEA, and other toxic chemicals in consumer products sold in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 Settling Defendant shall pay \$24,779 as a reimbursement of a portion of Plaintiff's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks as follows: (a) \$20,788 payable to the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775; and (b) \$3,991 payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Both of these payments shall be delivered to Lexington Law Group, LLP 503 Divisadero Street, San Francisco, CA 94117.

5.2.4 To summarize, Settling Defendant shall deliver checks made out to the payees and in the amounts set forth below:

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$3,309	OEHHA per Section 5.2.1
Center For Environmental Health	Penalty	\$1,103	Lexington Law Group, LLP
Center For Environmental Health	ASP	\$3,309	Lexington Law Group, LLP
Lexington Law Group, LLP	Fee and Cost	\$20,788	Lexington Law Group, LLP
Center For Environmental Health	Fee and Cost	\$3,991	Lexington Law Group, LLP

5.3 **Failure to Comply With Payment Obligations.** Notwithstanding the provisions of the Enforcement of Judgments Law and Code of Civil Procedure § 708.160, in the event that Settling Defendant does not comply fully with its payment obligations under Section 5, in addition to any other enforcement mechanism available to CEH, CEH may obtain an order

1 requiring Settling Defendant to submit to a Debtors Exam. In the event that Settling Defendant
2 fails to submit to any such Debtors Exam ordered by the Court, CEH may seek an order holding
3 Settling Defendant in contempt of Court.

4 **6. MODIFICATION**

5 6.1 **Written Consent.** This Consent Judgment may be modified from time to
6 time by express written agreement of the Parties with the approval of the Court, or by an order of
7 this Court upon motion and in accordance with law.

8 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
9 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
10 modify the Consent Judgment.

11 **7. CLAIMS COVERED AND RELEASED**

12 7.1 Provided that Settling Defendant complies in full with its obligations under
13 Section 5, this Consent Judgment is a full, final, and binding resolution between CEH on behalf
14 of itself and the public interest and the following parties: (1) Settling Defendant, (2) Settling
15 Defendant's parents, subsidiaries, affiliated entities that are under common ownership, directors,
16 officers, employees, agents, shareholders, successors, assigns, and attorneys ("Defendant
17 Releasees"), and (3) each entity to whom they directly or indirectly distribute or sell Covered
18 Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees,
19 cooperative members, licensors, and licensees ("Downstream Defendant Releasees") of any
20 violation of Proposition 65 that was or could have been asserted in the Complaint against Settling
21 Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure to warn
22 about alleged exposure to cocamide DEA contained in Covered Products that were sold by
23 Settling Defendant to any Downstream Defendant Releasees prior to the Effective Date.

24 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
25 and Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,
26 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure to
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1 warn about cocamide DEA in Covered Products manufactured, distributed, or sold by Settling
2 Defendant after the Effective Date.

3 7.3 Nothing in this Section 7 affects Plaintiff's right to commence or prosecute an
4 action under Proposition 65 against any person other than Settling Defendant, Defendant
5 Releasees, or Downstream Defendant Releasees.

6 **8. NOTICE**

7 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
8 notice shall be sent by first class and electronic mail to:

9 Patrick Carey
10 Lexington Law Group, LLP
11 503 Divisadero Street
12 San Francisco, CA 94117
pcarey@lexlawgroup.com

13 8.2 When Settling Defendant is entitled to receive any notice under this Consent
14 Judgment, the notice shall be sent by first class and electronic mail to:

15 George Dowell
16 Lange, Kim & Dowell LLP
17 6849 Old Dominion Drive, Suite 225
18 McLean, VA 22101
george@langethomas.com

19 8.3 Any Party may modify the person and address to whom the notice is to be sent
20 by sending the other Party notice by first class and electronic mail.

21 **9. COURT APPROVAL**

22 9.1 This Consent Judgment shall become effective upon entry by the Court.
23 Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment and Settling
24 Defendant shall support entry of this Consent Judgment.

25 9.2 Settling Defendant is responsible for payment of any appearance fee required
26 by or owed to the Court.

1 9.3 If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
3 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

4 **10. GOVERNING LAW AND CONSTRUCTION**

5 10.1 The terms of this Consent Judgment shall be governed by the laws of the State
6 of California.

7 **11. ATTORNEYS' FEES**

8 11.1 Should Plaintiff prevail on any motion, application for an order to show cause,
9 or other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to
10 its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
11 a Settling Defendant prevail on any motion application for an order to show cause or other
12 proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees and costs
13 against Plaintiff as a result of such motion or application upon a finding by the Court that
14 Plaintiff's prosecution of the motion or application lacked substantial justification. For purposes
15 of this Consent Judgment, the term substantial justification shall carry the same meaning as used
16 in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

17 11.2 Plaintiff shall similarly be entitled to its reasonable attorneys' fees and costs
18 should it successfully resolve any enforcement action during the meet and confer process outlined
19 in Section 4. Plaintiff, and its attorneys, shall provide time keeping records reflecting their
20 reasonable fees and costs associated with any fee and cost demand they make pursuant to this
21 Section.

22 11.3 Except as otherwise provided in this Consent Judgment, each Party shall bear
23 its own attorneys' fees and costs.

24 11.4 Nothing in this Section 11 shall preclude a Party from seeking an award of
25 sanctions pursuant to law.

1 **12. ENTIRE AGREEMENT**

2 12.1 This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
4 discussions, negotiations, commitments or understandings related thereto, if any, are hereby
5 merged herein and therein. There are no warranties, representations or other agreements between
6 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
7 implied, other than those specifically referred to in this Consent Judgment have been made by any
8 Party hereto. No other agreements not specifically contained or referenced herein, oral or
9 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
10 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
11 any of the Parties hereto only to the extent that they are expressly incorporated herein. No
12 supplementation, modification, waiver or termination of this Consent Judgment shall be binding
13 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions
14 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
15 provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

16 **13. SUCCESSORS AND ASSIGNS**

17 13.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
18 Defendant, and their respective divisions, subdivisions and subsidiaries, and the successors or
19 assigns of any of them.

20 **14. RETENTION OF JURISDICTION**

21 14.1 This Court shall retain jurisdiction of this matter to implement or modify the
22 Consent Judgment.

23 **15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

24 15.1 Each signatory to this Consent Judgment certifies that they are fully authorized
25 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute
26 the Consent Judgment on behalf of the Party represented and legally to bind that Party.
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1 **16. NO EFFECT ON OTHER SETTLEMENTS**

2 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
3 against an entity other than Settling Defendant on terms that are different than those contained in
4 this Consent Judgment.

5 **17. EXECUTION IN COUNTERPARTS**

6 17.1 The stipulations to this Consent Judgment may be executed in counterparts and
7 by means of facsimile or portable document format (pdf), which taken together shall be deemed to
8 constitute one document.

9
10 **IT IS SO ORDERED, ADJUDGED,**
11 **AND DECREED:**

12
13 Dated: _____, 2025

Judge of the Superior Court of the State of California

1 **IT IS SO STIPULATED:**

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3
4 Dated: March 31, 2025

CENTER FOR ENVIRONMENTAL HEALTH

5
6
7 

8 Kizzy Charles-Guzman
9 Chief Executive Officer

10
11
12 Dated: _____, 2025

BRAND BUZZ, LLC

13
14
15 _____
Signature

16
17 _____
Printed Name

18
19 _____
Title

1 **IT IS SO STIPULATED:**

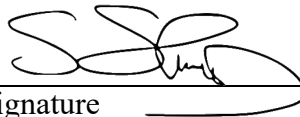
2
3
4 Dated: _____, 2025

CENTER FOR ENVIRONMENTAL HEALTH

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8 _____
Kizzy Charles-Guzman
Chief Executive Officer

9
10
11
12 Dated: March 24th, 2025

BRAND BUZZ, LLC

13
14
15 _____
Signature 

16 Steven Shweky
17 _____
Printed Name

18 President
19 _____
Title