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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

BRAND BUZZ, LLC, *et al.*,

Defendants.

Case No. CGC-24-615036

**[PROPOSED] CONSENT
JUDGMENT AS TO FAMILY
DOLLAR, LLC**

1 **1. DEFINITIONS**

2 1.1 “Cocamide DEA” means coconut oil diethanolamine condensate (cocamide
3 diethanolamine).

4 1.2 “Covered Products” means hand soaps and body washes products sold by
5 Settling Defendant in California.

6 1.3 “Effective Date” means the date on which this Consent Judgment is entered by
7 the Court.

8 **2. INTRODUCTION**

9 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
10 Environmental Health (“CEH”) and Defendant Family Dollar, LLC (“Settling Defendant”). CEH
11 and Settling Defendant are referred to collectively as the “Parties.”

12 2.2 Settling Defendant is a corporation or other business entity that employs ten or
13 more people and manufactures, distributes, sells, or offers for sale Covered Products that are sold
14 in the State of California or has done so in the past.

15 2.3 On October 25, 2023, CEH served a 60-Day Notice of Violation under
16 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
17 & Safety Code §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, the California Attorney
18 General, the District Attorneys of every County in the State of California, and the City Attorneys
19 for every City in the State of California with a population greater than 750,000. The Notice
20 alleges violations of Proposition 65 with respect to the presence of cocamide DEA in liquid soaps
21 such as hand soap and body wash.

22 2.4 On May 29, 2024, CEH filed the operative complaint in this matter
23 (“Complaint”) naming Settling Defendant as a defendant.

24 2.5 For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
25 Court has jurisdiction over the allegations of violations contained in the Complaint applicable to
26 Settling Defendant and personal jurisdiction over Settling Defendant as to the acts alleged in the
27 Complaint; (ii) venue is proper in the County of San Francisco; and (iii) this Court has
28 jurisdiction to enter this Consent Judgment.

1 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
2 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance
3 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
4 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
5 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
6 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
7 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in
8 this action.

9 **3. INJUNCTIVE RELIEF**

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

15 3.2 **Specification to Suppliers.** If Settling Defendant chooses to begin selling
16 Covered Products again in California, it shall first issue specifications to its suppliers of Covered
17 Products requiring that Covered Products not contain cocamide DEA.

18 3.3 **Sell-Through for Existing Inventory.** The reformulation requirements of
19 Section 3 shall not apply to Covered Products that Settling Defendant has purchased prior to the
20 Effective Date, including but not limited to Covered Products in distribution centers, in inventory,
21 or at retail locations. Settling Defendant may demonstrate that Covered Products were purchased
22 prior to the Effective Date with information including, but not limited to, the Covered Products’
23 lot number and/or receipt of purchase from the supplier.

24 **4. ENFORCEMENT**

25 4.1 Plaintiff may, by motion or application for an order to show cause before the
26 Superior Court of San Francisco County, enforce the terms and conditions contained in this
27 Consent Judgment. Prior to bringing any motion or application to enforce the requirements of
28 Section 3 above, Plaintiff shall provide Settling Defendant with a Notice of Violation setting forth

1 the basis for the alleged violation. The Parties shall then meet and confer regarding the basis for
2 the anticipated motion or application in an attempt to resolve it informally, including providing
3 Settling Defendant with a reasonable opportunity of at least thirty days to cure any alleged
4 violation. Should such attempts at informal resolution fail, Plaintiff may file an enforcement
5 motion or application. This Consent Judgment may only be enforced by the Parties. To the
6 extent that Settling Defendant can demonstrate that it purchased the Covered Product subject to
7 the Notice of Violation prior to the Effective Date, the sale of such Covered Product will not
8 constitute a violation of the terms of this Consent Judgment.

9 **5. PAYMENTS**

10 **5.1 Payments by Settling Defendant.** Within fifteen calendar days of the Effective
11 Date, Settling Defendant shall pay the total sum of \$10,000 as a settlement payment as further set
12 forth in this Section.

13 **5.2 Allocation of Payments.** The total settlement amount for Settling Defendant
14 shall be paid in five separate checks in the amounts specified below and delivered as set forth
15 below. Any failure by Settling Defendant to comply with the payment terms herein shall be
16 subject to a stipulated late fee to be paid by Settling Defendant to CEH in the amount of \$100 for
17 each day the full payment is not received after the payment due date set forth in Section 5.1. The
18 late fees required under this Section shall be recoverable, together with reasonable attorneys' fees,
19 in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds
20 paid by Settling Defendant shall be allocated as set forth below between the following categories
21 and made payable as follows:

22 **5.2.1** A civil penalty in the amount of \$1,327 pursuant to Health & Safety
23 Code § 25249.7(b). The civil penalty shall be apportioned in accordance with Health & Safety
24 Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental
25 Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
26 payment of \$995.25 shall be made payable to OEHHA and associated with taxpayer identification
27 number 68-0284486. This payment shall be delivered as follows:
28

1 For United States Postal Service Delivery:

2 Attn: Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

5 For Non-United States Postal Service Delivery:

6 Attn: Mike Gyurics
7 Fiscal Operations Branch Chief
8 Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814

9 The CEH portion of the civil penalty payment for \$331.75 shall be made payable to the
10 Center for Environmental Health and associated with taxpayer identification number 94-3251981.
11 This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San
12 Francisco, CA 94117.

13 5.2.2 An Additional Settlement Payment (“ASP”) in the amount of \$994
14 to CEH in lieu of civil penalty pursuant to Health & Safety Code § 25249.7(b), and California
15 Code of Regulations, Title 11, § 3204. CEH will use these funds to support CEH programs and
16 activities that seek to educate the public about toxic chemicals, including cocamide DEA, work
17 with industries interested in moving toward safer alternatives, advocate with government,
18 businesses, and communities for business practices that are safe for human health and the
19 environment, and thereby reduce the public health impacts and risks of exposure to cocamide
20 DEA, and other toxic chemicals in consumer products sold in California. CEH shall obtain and
21 maintain adequate records to document that ASPs are spent on these activities and CEH agrees to
22 provide such documentation to the Attorney General within thirty days of any request from the
23 Attorney General. The payment pursuant to this Section shall be made payable to the Center for
24 Environmental Health and associated with taxpayer identification number 94-3251981. This
25 payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,
26 CA 94117.

27 5.2.3 Settling Defendant shall pay \$7,679 as a reimbursement of a portion
28 of Plaintiff’s reasonable attorneys’ fees and costs. The attorneys’ fees and cost reimbursement

shall be made in two separate checks as follows: (a) \$6,388 payable to the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775; and (b) \$1,291 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	\$995.25	OEHHA per Section 5.2.1
Center For Environmental Health	Penalty	\$331.75	Lexington Law Group, LLP
Center For Environmental Health	ASP	\$994	Lexington Law Group, LLP
Lexington Law Group, LLP	Fee and Cost	\$6,388	Lexington Law Group, LLP
Center For Environmental Health	Fee and Cost	\$1,291	Lexington Law Group, LLP

6. MODIFICATION

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

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

7. CLAIMS COVERED AND RELEASED

7.1 Provided that Settling Defendant complies in full with its obligations under Section 5, this Consent Judgment is a full, final and binding resolution between CEH on behalf of itself and the public interest and the following parties: (1) Settling Defendant, (2) Settling Defendant's parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, shareholders, successors, assigns, and attorneys, including Dollar

1 Tree Stores, Inc., Dollar Tree, Inc., and Greenbrier International, Inc. (“Defendant Releasees”),
2 and (3) the supplier and importer of Covered Products to Settling Defendant, Industrias Lavin de
3 Mexico S.A. de C.V. (“Upstream Defendant Releasee”). This resolution covers any violation of
4 Proposition 65 based on failure to warn about alleged exposure to cocamide DEA contained in
5 Covered Products that were sold by Settling Defendant prior to the Effective Date.

6 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
7 and Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,
8 Defendant Releasees, and Upstream Defendant Releasee with respect to any alleged failure to
9 warn about cocamide DEA in Covered Products manufactured, distributed, and/or sold by
10 Settling Defendant after the Effective Date.

11 7.3 Nothing in this Section 7 affects Plaintiff’s right to commence or prosecute an
12 action under Proposition 65 against any person other than Settling Defendant, Defendant
13 Releasees, Downstream Defendant Releasees, or Upstream Defendant Releasee.

14 **8. NOTICE**

15 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
16 notice shall be sent by first class and electronic mail to:

17 Patrick Carey
18 Lexington Law Group, LLP
19 503 Divisadero Street
20 San Francisco, CA 94117
pcarey@lexlawgroup.com

21 8.2 When Settling Defendant is entitled to receive any notice under this Consent
22 Judgment, the notice shall be sent by first class and electronic mail to:

23 David M. Barnes
24 Hogan Lovells US LLP
25 4 Embarcadero Center, Suite 3500
San Francisco, CA 94111
david.barnes@hoganlovells.com

26 8.3 Any Party may modify the person and address to whom the notice is to be sent
27 by sending the other Party notice by first class and electronic mail.
28

1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective upon entry by the Court.
3 Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment and Settling
4 Defendant shall support entry of this Consent Judgment.

5 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
6 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
7 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

8 **10. GOVERNING LAW AND CONSTRUCTION**

9 10.1 The terms of this Consent Judgment shall be governed by the laws of the State
10 of California.

11 **11. ATTORNEYS' FEES**

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

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

26 11.3 Except as otherwise provided in this Consent Judgment, each Party shall bear
27 its own attorneys' fees and costs.

28 11.4 Nothing in this Section 11 shall preclude a Party from seeking an award of

1 sanctions pursuant to law.

2 **12. ENTIRE AGREEMENT**

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

17 **13. SUCCESSORS AND ASSIGNS**

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

21 **14. RETENTION OF JURISDICTION**

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

15.1 Each signatory to this Consent Judgment certifies that they are fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

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

Dated: _____, 2025

-10-

1 **IT IS SO STIPULATED:**

2
3 Dated: May 21, 2025

CENTER FOR ENVIRONMENTAL HEALTH

4
5 

6 Kizzy Charles-Guzman
7 Chief Executive Officer

8
9 Dated: _____, 2025

FAMILY DOLLAR, LLC

10
11 _____
12 Signature

13
14 _____
15 Printed Name

16
17 _____
18 Title

1 **IT IS SO STIPULATED:**

2
3 Dated: _____, 2025

CENTER FOR ENVIRONMENTAL HEALTH

4
5
6 _____
Kizzy Charles-Guzman
Chief Executive Officer

7
8
9 Dated: May 16, 2025

FAMILY DOLLAR, LLC

10
11 _____
Joshua Kim
Signature

12
13
14 _____
Joshua Kim
Printed Name

15
16 _____
Assistant General Counsel, Regulatory
Title