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7  
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Environmental Health Advocates, Inc.

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF ALAMEDA**

12 ENVIRONMENTAL HEALTH  
13 ADVOCATES, INC.,

14 Plaintiff,

15 v.

16 IHEARTRAVES, LLC, a California limited  
17 liability company; and DOES 1 through 100,  
18 inclusive,

Defendants.

Case No. 24CV076120

**[PROPOSED] CONSENT JUDGMENT**

(Health & Safety Code § 25249.6 *et seq.* and  
Code Civ. Proc. § 664.6)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,  
4 (“EHA” or “Plaintiff”) and iHeartRaves, LLC (“Defendant” or “iHeartRaves”) with EHA and  
5 iHeartRaves each individually referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

7 EHA is a corporation organized in the state of California, acting in the interest of the general  
8 public. It seeks to promote awareness of exposures to toxic chemicals and to improve human health by  
9 reducing or eliminating hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 iHeartRaves employs ten or more individuals and for purposes of this Consent Judgment only,  
12 is a “person in the course of doing business” for purposes of the Safe Drinking Water and Toxic  
13 Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. (“Proposition 65”).

14 **1.4 General Allegations**

15 EHA alleges that iHeartRaves manufactures, imports, sells, and distributes for sale plastic  
16 pouches, including but not limited to, “Hair Goals Black Hair Elastic” that contains Di(2-ethylhexyl)  
17 phthalate (“DEHP”). EHA further alleges that iHeartRaves does so without providing a sufficient  
18 health hazard warning as required by Proposition 65 and related Regulations. iHeartRaves denies these  
19 allegations and asserts that its products are safe and in compliance with all applicable laws, rules and  
20 regulations.

21 **1.5 Notice of Violation**

22 On or around February 29, 2024, EHA served Defendant iHeartRaves, the California Attorney  
23 General, and all other required public enforcement agencies with a 60-Day Notice of Violation of  
24 Proposition 65 (“Notice”). The Notice alleged that iHeartRaves had violated Proposition 65 by failing  
25 to sufficiently warn consumers in California of the health hazards associated with exposures to DEHP  
26 contained in plastic pouches, including but not limited to “Hair Goals Black Hair Elastic” manufactured  
27 or processed by iHeartRaves that allegedly contain DEHP and are imported, sold, shipped, delivered,  
28 or distributed for sale to consumers in California by Releasees (as defined in section 4.1).

1 No public enforcer has commenced or is otherwise prosecuting an action to enforce the  
2 violations alleged in the Notice.

### 3 **1.6 Product Description**

4 The products covered by this Consent Judgment are plastic pouches, including but not limited  
5 to “Hair Goals Black Hair Elastic” manufactured or processed by iHeartRaves that allegedly contain  
6 DEHP and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by  
7 Releasees (as defined in section 4.1) (hereinafter, “Covered Products”).

### 8 **1.7 State of the Pleadings**

9 On or around May 17, 2024, EHA filed a Complaint against iHeartRaves for the alleged  
10 violations of Proposition 65 that are the subject of the Notice (“Complaint”).

### 11 **1.8 No Admission**

12 iHeartRaves denies the material factual and legal allegations of the Notice and Complaint and  
13 maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in  
14 California, including Covered Products, have been, and are, in compliance with all applicable laws,  
15 rules and regulations. Nothing in this Consent Judgment shall be construed as an admission of any fact,  
16 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent  
17 Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation  
18 of law. This Section shall not, however, diminish or otherwise affect iHeartRaves' obligations,  
19 responsibilities, and duties under this Consent Judgment.

### 20 **1.9 Jurisdiction**

21 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this  
22 Court has jurisdiction over iHeartRaves as to the allegations in the Complaint, that venue is proper in  
23 the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this  
24 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

### 25 **1.10 Effective Date**

26 For purposes of this Consent Judgment, the term “Effective Date” means fourteen (14) days  
27 following the date on which this Consent Judgment is approved by the Court, as discussed in Section  
28 5.

1           **1.11 Compliance Date**

2           For purposes of this Consent Judgment, the term “Compliance Date” means 30 days from the  
3 date on which this Consent Judgment is approved and entered as a judgment of the Court, as discussed  
4 in Section 5.

5           **2. INJUNCTIVE RELIEF**


6           **2.1 Reformulation of the Covered Products**

7           Beginning on the Effective Date, and continuing thereafter, iHeartRaves shall not sell in  
8 California, or distribute for sale in California, the Covered Products, unless accompanied by warnings  
9 provided for in Section 2.2. As used in this Section 2.1, “distribute for sale in California” means to  
10 directly ship Covered Products into California or to sell Covered Products to a distributor iHeartRaves  
11 knows will sell Covered Products in California.


12           **2.2 Clear and Reasonable Warnings**

13           For Covered Products that contain DEHP in a concentration exceeding the Reformulation  
14 Standard set forth in section 2.1 above, and which are distributed or directly sold by iHeartRaves in the  
15 State of California on or after the Compliance Date, iHeartRaves shall provide one of the following  
16 warning statements.

17           **Option 1:**

18                    **WARNING:** This product can expose you to chemicals including  
19 Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of  
20 California to cause cancer and birth defects or other reproductive harm.  
For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

21           **Option 2:**

22                    **WARNING:** Cancer and Reproductive Harm –  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

23           The triangle above shall be yellow on the warning statement. This warning statement shall be  
24 in enclosed in a box and prominently displayed on the Covered Products, on the packing of the Covered  
25 Products, or on a placard, shelf tag, or sign provided that the statement is displayed with such  
26 conspicuousness, as compared with other words, statements, or designs as to render it likely to be read  
27 and understood by an ordinary individual prior to sale. If the warning statement is displayed on the  
28 Covered Products’ packaging, it must be in a type size no smaller than the largest type size used for

1 other consumer information on the product. In no case shall a warning statement displayed on the  
2 Covered Products' packaging appear in a type size smaller than 6-point type. If the Covered Products'  
3 packaging contains consumer information in a foreign language, a warning statement in that language  
4 is required.

5 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold  
6 online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603(a)  
7 must be provided by including either the warning or a clearly marked hyperlink using the word  
8 “**WARNING**” on the product display page, or by otherwise prominently displaying the warning to the  
9 purchaser prior to completing the purchase. If an on-product warning is provided pursuant to Cal. Code  
10 Regs. Tit. 27, § 25603(a), the warning provided on the website may use the same content as the on-  
11 product warning. For purposes of this section, a warning is not prominently displayed if the purchaser  
12 must search for it in the general content of the website. These requirements extend to any websites under  
13 the exclusive control of iHeartRaves where Covered Products are sold into California. In addition,  
14 iHeartRaves shall instruct any third-party website to which it directly sells its Covered Products to  
15 include the same online warning, as set forth above, as a condition of selling the Covered Products in  
16 California.

### 17 **2.3 Sell-Through Period**

18 Notwithstanding anything else in this Consent Judgment, Covered Products that are  
19 manufactured, packaged, or put into commerce on or before the date this Agreement is executed shall  
20 be subject to the release of liability pursuant to this Consent Judgment, without regard to when such  
21 Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations  
22 of iHeartRaves, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered  
23 Products manufactured, packaged, or put into commerce between the date this Agreement is executed  
24 and the Effective Date.

## 25 **3. MONETARY SETTLEMENT TERMS**

### 26 **3.1 Settlement Amount**

27 iHeartRaves shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction of  
28 all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes

1 civil penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code  
2 section 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars  
3 (\$45,000.00) pursuant to Code of Civil Procedure section 1021.5.

### 4 **3.2 Civil Penalty**

5 The portion of the settlement attributable to civil penalties shall be allocated according to Health  
6 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid  
7 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining  
8 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars  
9 (\$5,000.00) in civil penalties shall be paid as follows:

- 10 • One payment of \$3,750.00 to OEHHA, due fourteen (14) days after the date the Court  
11 approves EHA's motion to approve this Consent Judgment.
- 12 • One payment of \$1,250.00 to EHA, due fourteen (14) days after the Effective date.

13 All payments owed to EHA shall be delivered to the following address:

14  
15 Isaac Fayman  
16 Environmental Health Advocates  
225 Broadway, Suite 2100  
San Diego, CA 92101

17 All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA  
18 (Memo Line "Prop 65 Penalties") at the following addresses:

19 For United States Postal Service Delivery:

20  
21 Mike Gyurics  
22 Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
P.O. Box 4010  
23 Sacramento, CA 95812-4010

24 For Federal Express 2-Day Delivery:

25 Mike Gyurics  
26 Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment  
1001 I Street  
27 Sacramento, CA 95814

1 iHeartRaves agrees to provide EHA’s counsel with a copy of the check payable to OEHHA,  
2 simultaneous with its penalty payment to EHA.

3 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.  
4 Relevant information is set out below:

- 5 • “Environmental Health Advocates, Inc.” (EIN: 84-2322975) at the address provided above.
- 6 • “Office of Environmental Health Hazard Assessment” 1001 I Street, Sacramento, CA 95814.

7 All payments referenced in this section shall be paid within fourteen (14) days of the date the  
8 Court approves EHA’s motion to approve this Consent Judgment.

### 9 **3.3 Attorney’s Fees and Costs**

10 The portion of the settlement attributable to attorneys’ fees and costs shall be paid to EHA’s  
11 counsel, who are entitled to attorneys’ fees and costs incurred by it in this action, including but not  
12 limited to investigating potential violations, bringing this matter to iHeartRaves’ attention, as well as  
13 litigating and negotiating a settlement in the public interest.

14 iHeartRaves shall provide its payment for civil penalty and for attorneys’ fees and costs to  
15 EHA’s counsel by physical check or by electronic means, including wire transfers, at iHeartRaves’  
16 discretion, as follows: forty-five thousand dollars (\$45,000.00) in Attorney’s Fees and Costs shall be  
17 paid as one payment of \$45,000.00, due fourteen (14) days after the date the Court approves EHA’s  
18 motion to approve this Consent Judgment.

19 The attorney fee payments shall be made payable to Entorno Law, LLP. The address for this  
20 entity is:

21 Noam Glick  
22 Entorno Law, LLP  
23 225 Broadway, Suite 1900  
24 San Diego, CA 92101

## 23 **4. CLAIMS COVERED AND RELEASE**

### 24 **4.1 EHA’s Public Release of Proposition 65 Claims**

25 Plaintiff, acting on its own behalf and in the public interest, releases iHeartRaves, and its  
26 parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers,  
27 principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns  
28 (“Defendant Entities”), each entity to whom Defendant directly or indirectly distributes, ships, or sells

1 the Covered Products, including but not limited to downstream distributors, wholesalers, customers,  
2 retailers , and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and  
3 licensors, and all of the foregoing entities’ owners, directors, officers, agents, principals, employees,  
4 attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively  
5 referred to as the “Releasees”) from all claims for violations of Proposition 65 up through the Effective  
6 Date based on exposure to DEHP from Covered Products as set forth in the Notice(s). Compliance with  
7 the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to  
8 exposures to DEHP from Covered Products as set forth in the Notice(s). This Consent Judgment is a  
9 full, final, and binding resolution of all claims under Proposition 65 that were or could have been  
10 asserted against iHeartRaves and/or Releasees for failure to comply with Proposition 65 for alleged  
11 exposure to DEHP from Covered Products. This release does not extend to any third-party retailers  
12 selling the product on a website who, after receiving instruction from iHeartRaves to include a warning  
13 as set forth above in section 2.2, do not include such a warning.

#### 14 **4.2 EHA’s Individual Release of Claims**

15 EHA, in its individual capacity, also provides a release to iHeartRaves and/or Releasees, which  
16 shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,  
17 obligations, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities, and demands of every  
18 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of  
19 alleged or actual exposures to DEHP in Covered Products manufactured, imported, sold, or distributed  
20 by iHeartRaves before the Effective Date.

#### 21 **4.3 iHeartRaves’s Release of EHA**

22 iHeartRaves on its own behalf, and on behalf of Releasees as well as its past and current agents,  
23 representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA  
24 and its attorneys and other representatives, for any and all actions taken or statements made by EHA  
25 and its attorneys and other representatives, whether in the course of investigating claims, otherwise  
26 seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

27 ///

28 ///



1           **4.4    No Other Known Claims or Violations**

2           EHA and EHA’s counsel affirm that they are not presently aware of any actual or alleged  
3 violations of Proposition 65 by iHeartRaves or for which iHeartRaves bears legal responsibility other  
4 than those that are fully resolved by this Consent Judgment.

5           **5.       COURT APPROVAL**

6           This Consent Judgment is not effective until it is approved by the Court and shall be null and  
7 void if it is not approved by the Court within one year after it has been fully executed by the Parties, or  
8 by such additional time as the Parties may agree to in writing.

9           **6.       SEVERABILITY**

10          Subsequent to the Court’s approval and entry of this Consent Judgment, if any provision is held  
11 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

12          **7.       GOVERNING LAW**

13          The terms of this Consent Judgment shall be governed by the laws of the state of California as  
14 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise  
15 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the  
16 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues  
17 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition  
18 65; or if DEHP cases are permanently enjoined by a court of competent jurisdiction; or if Proposition  
19 65 is determined to be preempted by federal law or a burden on First Amendment rights with respect  
20 to DEHP in Covered Products or Covered Products substantially similar to Covered Products, then  
21 iHeartRaves may seek relief from the injunctive obligations imposed by this Consent Judgment to the  
22 extent any Covered Products are so affected by modifying the agreement via the mechanisms set forth  
23 in Section 12.

24          **8.       ENFORCEMENT**

25          In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled  
26 to its reasonable attorneys’ fees and costs.

27        ///

28        ///

1 **9. NOTICE**

2 Unless otherwise specified herein, all correspondence and notice required by this Consent  
3 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified  
4 mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to  
5 the following addresses:

6 If to iHeartRaves:

7 Anthony Lim  
8 Individual  
9 3050 E Santa Fe Rd  
10 Brea, CA 92821  
11 [anthony@emazinggroup.com](mailto:anthony@emazinggroup.com)

If to EHA:

Noam Glick  
Entorno Law, LLP  
225 Broadway, Suite 2100  
San Diego, CA 92101  
noam@entornolaw.com

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

14 **10. COUNTERPARTS; DIGITAL SIGNATURES**

15 This Consent Judgment may be executed in counterparts and by facsimile signature, each of  
16 which shall be deemed an original, and all of which, when taken together, shall constitute one and the  
17 same document.

18 **11. POST EXECUTION ACTIVITIES**

19 EHA agrees to comply with the reporting form requirements referenced in Health and Safety  
20 Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code  
21 section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which  
22 motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually  
23 employ their reasonable best efforts, including those of their counsel, to support the entry of this  
24 agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For  
25 purposes of this Section, “best efforts” shall include, at a minimum, supporting the motion for approval,  
26 responding to any objection that any third-party may make, and appearing at the hearing before the  
27 Court if so requested.

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1 **12. MODIFICATION**

2 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of  
3 a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any  
4 Party, and the entry of a modified consent judgment thereon by the Court.

5 **13. AUTHORIZATION**

6 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
7 have read, understand, and agree to all of the terms and conditions contained herein.

8 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

9 If a dispute arises with respect to either Party’s compliance with the terms of this Consent  
10 Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in  
11 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed  
12 in the absence of such a good faith attempt to resolve the dispute beforehand.

13 **15. ENTIRE AGREEMENT**

14 This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
15 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,  
16 commitments, and understandings related hereto. No representations, oral or otherwise, express or  
17 implied, other than those contained herein have been made by any Party. No other agreements, oral or  
18 otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

19 **AGREED TO:**

**AGREED TO:**

20  
21 Date: October 22, 2024

Date: 10/21/24

22 By:   
23 ENVIRONMENTAL HEALTH  
24 ADVOCATES, INC.

By:   
IHEARTRAVES, LLC

25 **IT IS SO ORDERED.**

26 Date: \_\_\_\_\_

27 \_\_\_\_\_  
28 JUDGE OF THE SUPERIOR COURT