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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11
12 PRECILA BALABBO,

13 Plaintiff,

14 vs.

15 GREAT BUY PRODUCTS, INC., COLUMBIA
16 COSMETICS, ROSS STORES, INC.,

17 Defendants.

Case No.: CGC-25-627746

CONSENT JUDGMENT

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: July 10, 2026

Hearing Time: 9:00 AM

Complaint Filed: July 31, 2025

1 **1. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Precila Balabbo
3 acting on behalf of the public interest (hereinafter “Balabbo”) on the one hand, and Great Buy
4 Products, Inc. and Columbia Cosmetics on the other hand (collectively, “Defendants” and each a
5 “Defendant”) with Balabbo and Defendants collectively referred to as the “Parties” and each of
6 them as a “Party.” Balabbo is an individual residing in California that seeks to promote awareness
7 of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous
8 substances contained in consumer products. Each Defendant is alleged to be a person in the course
9 of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

10 **1.2 Allegations and Representations.** Balabbo alleges that Defendants have exposed
11 individuals to diethanolamine (DEA) from its sales of *Hemp Heaven*® natural hemp seed oil body
12 lotions, UPC # 810002208256 without providing a clear and reasonable exposure warning pursuant
13 to Proposition 65. DEA is listed pursuant to Proposition 65 as a chemical known to the State of
14 California to cause cancer.

15 **1.3 Notices of Violation/Action.**

16 **1.3.1** On April 12, 2024, Balabbo served Great Buy Products, Inc. and various
17 public enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to
18 Health & Safety Code §25249.7(d) (the “April Notice”), alleging that Great Buy Products, Inc.
19 violated Proposition 65 for failing to warn consumers and customers that use of *Hemp Heaven*®
20 natural hemp seed oil body lotions, UPC # 810002208256 expose users in California to DEA. No
21 public enforcer has brought and is diligently prosecuting the claims alleged in the April Notice.

22 **1.3.2** On January 29, 2025, Balabbo served Defendants and various public
23 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
24 Safety Code §25249.7(d) (the “January Notice”), alleging that Defendants violated Proposition 65
25 for failing to warn consumers and customers that use of *Hemp Heaven*® natural hemp seed oil body
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27
28

1 lotions, UPC # 810002208256 expose users in California to DEA. No public enforcer has brought
2 and is diligently prosecuting the claims alleged in the January Notice¹.

3 1.3.3 On July 31, 2025, Balabbo filed a complaint (the “Complaint”).

4 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
5 jurisdiction over Defendants as to the allegations contained in the Action filed in this matter, that
6 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
7 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
8 of all claims which were or could have been raised in the Action based on the facts alleged therein
9 and in the Notices.

10 1.5 Defendants deny the material allegations contained in Balabbo’s Notices and
11 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
12 shall be construed as an admission by Defendants of any fact, finding, issue of law, or violation of
13 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
14 by Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being
15 specifically denied by Defendants. However, this section shall not diminish or otherwise affect the
16 obligations, responsibilities, and duties of Defendants under this Consent Judgment.

17 **2. DEFINITIONS**

18 2.1 **Covered Products.** The term “Covered Products” means *Hemp Heaven*® natural
19 hemp seed oil body lotions, UPC # 810002208256 that are manufactured, distributed, shipped into
20 California and offered for sale in California by Defendants that expose users to DEA.

21 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
22 entered as a Judgment of the Court.

23 **3. INJUNCTIVE RELIEF: COMMITMENT NOT TO SELL**

24 3.1 **Commitment Not to Sell.** Commencing within ninety (90) days of the Effective
25 Date, and continuing thereafter, Defendants agree that it shall not manufacture, distribute, sell, or
26 offer Covered Products for sale in California. Covered Products that have been manufactured,

27 _____
28 ¹ The April Notice and January Notice are collectively referred to herein as, the “Notices.”

1 packaged, or put into commerce prior to the Effective Date, or within 90 days after the Effective
2 Date, shall be subject to the release of liability pursuant to this Consent Judgment without regarding
3 to when such Covered Products were distributed or sold to customers.

4 **4. MONETARY TERMS**

5 4.1 **Civil Penalty.** Defendants shall pay \$3,000.00 (\$1,500 each) as a Civil Penalty
6 pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with
7 California Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the
8 remaining 25% of the Civil Penalty remitted to Balabbo, as provided by California Health & Safety
9 Code § 25249.12(d).

10 4.1.1 Within ten (10) days of the Effective Date, Defendant Columbia Cosmetics
11 shall issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of
12 \$1,125.00; and to (b) "Precila Balabbo" in the amount of \$375.00. Within ten (10) days of the
13 Effective Date, Defendant Great Buy Products, Inc. shall issue two separate checks for the Civil
14 Penalty payment to (a) "OEHHA" in the amount of \$1,125.00; and to (b) "Precila Balabbo" in the
15 amount of \$375.00

16 Payments owed to Balabbo pursuant to this Section shall be delivered to the following payment
17 address:

18 Evan J. Smith, Esquire
19 Brodsky Smith
20 Two Bala Plaza, Suite 805
21 Bala Cynwyd, PA 19004

22 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
23 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

24 For United States Postal Service Delivery:

25 Mike Gyurics
26 Fiscal Operations Branch Chief
27 Office of Environmental Health Hazard Assessment
28 P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief

1 Office of Environmental Health Hazard Assessment
2 1001 I Street
3 Sacramento, CA 95814

4 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth
5 above as proof of payment to OEHHA.

6 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Columbia Cosmetics
7 shall pay \$13,500.00 and Great Buy Products, Inc. shall pay \$13,500.00 to Brodsky Smith as
8 complete reimbursement for Balabbo's attorneys' fees and costs incurred as a result of
9 investigating, bringing this matter to the attention of Defendants, litigating and negotiating and
10 obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil
11 Procedure § 1021.5. The total amount due under this Section 4.2 is \$27,000.00.

12 **5. RELEASE OF ALL CLAIMS**

13 5.1 This Consent Judgment is a full, final, and binding resolution between Balabbo
14 acting on her own behalf, and on behalf of the public interest, and Defendants, and their parents,
15 shareholders, members, directors, officers, managers, employees, representatives, agents,
16 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
17 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
18 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
19 suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not
20 limited to Ross Stores, Inc., Great Buy Products, Inc., Columbia Cosmetics, and their parents,
21 subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream Releasees"), of
22 all claims for violations of Proposition 65 based on exposure to DEA from use of the Covered
23 Products manufactured, distributed, or sold by Defendants within 90 days after the Effective Date
24 as set forth in the Notices. It is the Parties' intention that this Consent Judgment shall have
25 preclusive effect such that no other actions by private enforcers, whether purporting to act in his,
26 her, or its interests or the public interest shall be permitted to pursue and take any action with respect
27 to any violation of Proposition 65 based on exposure to DEA from use of the Covered Products
28 that was alleged in the Complaint, or that could have been brought pursuant to the Notices against
Defendants and the Downstream Releasees ("Proposition 65 Claims"). Columbia Cosmetics' and

1 Great Buy Products, Inc.'s compliance with the terms of this Consent Judgment constitutes
2 compliance with Proposition 65 by Columbia Cosmetics and Great Buy Products, Inc. with regard
3 to exposure to DEA from use of the Covered Products.

4 5.2 In addition to the foregoing, Balabbo, on behalf of herself, her past and current
5 agents, representatives, attorneys, and successors and assignees, and *not* in her representative
6 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
7 legal action and releases Defendants, Defendant Releasees, and Downstream Releasees from any
8 and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts,
9 contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
10 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
11 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
12 from Covered Products manufactured, distributed, or sold by Columbia Cosmetics, Defendant
13 Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this
14 paragraph, Balabbo hereby specifically waives any and all rights and benefits which she now has,
15 or in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil
16 Code, which provides as follows:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
22 DEBTOR OR RELEASED PARTY.

23 5.3 Defendants waive any and all claims against Balabbo, her attorneys and other
24 representatives, for any and all actions taken, or statements made (or those that could have been
25 taken or made) by Balabbo and her attorneys and other representatives, whether in the course of
26 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
27 and with respect to Covered Products.

28 5.4 In addition to the foregoing, Columbia Cosmetics, Inc. and Great Buy Products, Inc.
their past and current agents, representatives, attorneys, and successors and assignees, hereby waive
all rights to institute or participate in, directly or indirectly, any form of legal action and release one

1 another and their past and current agents, representatives, attorneys, and successors and assignees
2 from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations,
3 debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
4 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
5 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
6 from Covered Products manufactured, distributed, or sold by Columbia Cosmetics, Defendant
7 Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this
8 paragraph, Columbia Cosmetics and Great Buy Products, Inc. hereby specifically waive any and
9 all rights and benefits which they now have, or in the future may have, conferred by virtue of the
10 provisions of § 1542 of the California Civil Code, which provides as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

15 5.5 Defendants waive any and all claims against Balabbo, her attorneys and other
16 representatives, for any and all actions taken, or statements made (or those that could have been
17 taken or made) by Balabbo and her attorneys and other representatives, whether in the course of
18 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
19 and with respect to Covered Products.

20 **6. INTEGRATION**

21 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
22 any and all prior negotiations and understandings related hereto shall be deemed to have been
23 merged within it. No representations or terms of agreement other than those contained herein exist
24 or have been made by any Party with respect to the other Party or the subject matter hereof.

1 **7. NOTICES**

2 7.1 Unless specified herein, all correspondence and notices required to be provided
3 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
4 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
5 by the other party at the following addresses:

6 For Great Buy Products, Inc.:

7 Ryan S. Landis
8 Gordon Rees Scully Mansukhani
9 5 Park Plaza, Ste. 1100
 Irvine, CA 92614

10 For Columbia Cosmetics:

11 Wallace C. Doolittle
12 Doolittle Law
13 102 Washington Ave.
 Point Richmond, CA 94801

14 For Balabbo:

15 Evan Smith
16 Brodsky Smith
 9465 Wilshire Blvd., Ste. 300
 Beverly Hills, CA 90212

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

19 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

20 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
21 which shall be deemed an original, and all of which, when taken together, shall constitute one and
22 the same document.

23 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
24 **APPROVAL**

25 9.1 Balabbo agrees to comply with the requirements set forth in California Health &
26 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
27 Defendants agree they shall support approval of such Motion.
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1 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
2 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
3 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
4 days, the case shall proceed on its normal course.

5 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
6 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
7 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
8 its normal course on the trial court's calendar.

9 **10. MODIFICATION**

10 10.1 This Consent Judgment may be modified only by further stipulation of the Parties
11 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12 **11. ATTORNEY'S FEES**

13 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
14 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

15 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
16 pursuant to law.

17 **12. RETENTION OF JURISDICTION**

18 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
19 Consent Judgment.

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1 **13. AUTHORIZATION**

2 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

AGREED TO:

8
9 Date: _____

Date: 5-01-2026

10
11 By: _____

12 PRECILA BALABBO

11 By:  _____

12 COLUMBIA COSMETICS

13
14 **AGREED TO:**

15
16 Date: 4-28-2026

17
18 By: Nicholas Pourmoradi

19 GREAT BUY PRODUCTS, INC.

20
21 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

22
23 Dated: _____

24 _____
25 Judge of Superior Court

1 **13. AUTHORIZATION**

2 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 document and certify that he or she is fully authorized by the Party he or she represents to execute
5 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
6 explicitly provided herein each Party is to bear its own fees and costs.

7 **AGREED TO:**

AGREED TO:

8
9 Date: 5 | 22 | 26

Date: _____

10
11 By: 

By: _____

12 PRECILA BALABBO

COLUMBIA COSMETICS

13
14 **AGREED TO:**

15
16 Date: _____

17
18 By: _____

19 GREAT BUY PRODUCTS, INC.

20
21 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

22
23 Dated: _____

Judge of Superior Court