

ENTORNO LAW, LLP

Craig M. Nicholas (SBN 178444)

Noam Glick (SBN 251582)

Jake W. Schulte (SBN 293777)

Janani Natarajan (SBN 346770)

Gianna E. Tirrell (SBN 358788)

225 Broadway, Suite 1900

San Diego, California 92101

Tel: (619) 629-0527

Email: craig@entornolaw.com

Email: noam@entornolaw.com

Email: jake@entornolaw.com

Email: janani@entornolaw.com

Email: gianna@entornolaw.com

Attorneys for Plaintiff

Environmental Health Advocates, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

ENVIRONMENTAL HEALTH
ADVOCATES, INC.,

Plaintiff,

v.

AMPRO INDUSTRIES, INC., a Tennessee
corporation; STRAIGHT ARROW
PRODUCTS, INC., a Pennsylvania
corporation; AG HAIR LTD., a Canadian
corporation; L'OREAL USA S/D, INC., a
Delaware corporation; REDKEN
LABORATORIES, INC., a Delaware
corporation; SOFT SHEEN/CARSON, INC.,
a Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24CV095368

**[PROPOSED] AMENDED CONSENT
JUDGMENT**

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

1. INTRODUCTION

1.1 Parties

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

1.2 Plaintiff

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

1.3 Defendant

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

1.4 General Allegations

EHA alleges that Straight Arrow manufactures, imports, sells, and distributes for sale Mane 'n Tail Herbal Gro Shampoo and Mane 'n Tail Revitalizing Crème that contains diethanolamine ("DEA"). EHA further alleges that Straight Arrow does so without providing a sufficient health hazard warning as required by Proposition 65 and related Regulations. Straight Arrow denies these allegations and asserts that its products are safe and in compliance with all applicable laws, rules and regulations.

1.5 Notices of Violation

On or around May 5, 2024 and May 10, 2024 EHA served Defendant Straight Arrow, the California Attorney General, and all other required public enforcement agencies with two 60-Day Notice of Violations of Proposition 65 (“Notices”). The Notices alleged that Straight Arrow had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to diethanolamine ("DEA") contained in hair gels/mousses, shampoo, and hair moisturizer products, including but not limited to Mane 'n Tail Herbal Gro Shampo and Mane 'n Tail Revitlaizing Crème manufactured or processed by Straight Arrow that allegedly contain DEA and

1 are imported, sold, shipped, delivered, or distributed for sale to consumers in California by Releasees
2 (as defined in section 4.1).

3 No public enforcer has commenced or is otherwise prosecuting an action to enforce the
4 violations alleged in the Notices.

5 **1.6 Product Description**

6 The products covered by this Consent Judgment are hair gels/mousses, shampoo, and hair
7 moisturizer products, including but not limited to Mane 'n Tail Herbal Gro Shampoo and Mane 'n Tail
8 Revitalizing Crème manufactured or processed by Straight Arrow that allegedly contain DEA and are
9 imported, sold, shipped, delivered, or distributed for sale to consumers in California by Releasees (as
10 defined in section 4.1) ("Covered Products").

11 **1.7 State of the Pleadings**

12 On or around October 11, 2024, EHA filed a Complaint against Straight Arrow, and on or about
13 November 20, 2024, EHA filed an Amended Complaint against Straight Arrow, for the alleged
14 violations of Proposition 65 that are the subject of the Notices ("Complaint").

15 **1.8 No Admission**

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

24 **1.9 Jurisdiction**

25 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
26 Court has jurisdiction over Straight Arrow as to the allegations in the Complaint, that venue is proper
27 in the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of this
28 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1 **1.10 Effective Date**

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

4 **2. INJUNCTIVE RELIEF**

5 **2.1 Reformulation of the Covered Products**


6 Beginning thirty (30) days after the Effective Date, Straight Arrow shall be permanently
7 enjoined from manufacturing, distributing, or directly selling in the State of California any Covered
8 Product that has a DEA content above the Reporting Limit of 10 mg/kg when analyzed pursuant to
9 liquid chromatography/tandem mass spectrometry (LC/MS/MS), inductively coupled mass-
10 spectroscopy (ICP-MS) or other method of analysis utilized by the International Organization for
11 Standardization (ISO) for qualitative and quantitative screening of cosmetics and cosmetic raw
12 materials.

13 **2.2 Clear and Reasonable Warnings**

14 Commencing on the Effective Date, Straight Arrow agrees any Covered Product sold in
15 California, exceeding the Reformulation Standard set forth in section 2.1 above, and which are
16 distributed or directly sold by Straight Arrow in the State of California on or after the Effective Date,
17 shall contain a “clear and reasonable” Proposition 65 warning, within the meaning of Section 25249.6
18 of the Act. Straight Arrow agrees that each warning shall be prominently placed with such
19 conspicuousness, as compared with other words, statements, designs, or devices as to render it likely
20 to be seen, read and understood by an ordinary individual under customary conditions before purchase
21 or use. Each warning shall be provided in a manner such that the consumer or user understands to
22 which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated,
23 so as to minimize the risk of consumer confusion.


24 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
25 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
26 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;
27 (2) Any electronic device or process that automatically provides the warning to the purchaser (not
28 applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning

directly affixed to the product's label or tag; or (4) A short-form warning on the label that complies with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to § 25603(a) – (d), one of the following statements must be utilized:


- 1)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:**” This product can expose you to chemicals including diethanolamine (“DEA”), which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

OR

SHORT FORM


- 2)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:** Cancer risk from exposure to diethanolamine ("DEA"). See www.P65Warnings.ca.gov.

OR

- SHORT FORM** 3)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA WARNING:** Can expose you to diethanolamine ("DEA"), a carcinogen. See www.P65Warnings.ca.gov.

**SHORT FORM ON A
PRODUCT
MANUFACTURED/LAB
ELED PRIOR TO 1/1/28,
REGARDLESS OF
DATE OF SALE**

OR

- 4)  **WARNING:** Cancer- www.P65Warnings.ca.gov

The triangle above shall be yellow on the warning statement. Where the sign, label, or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of the word, “WARNING.” A short-form warning must be provided on a product in a type size that complies with Cal. Code Regs Tit. 27, § 25601(c). In no case shall a warning statement displayed on the Covered Products’ packaging appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 256001.1 is used to provide a warning that includes consumer information

1 about a product in a language other than English, the warning must also be provided in that language
2 in addition to English.

3 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are
4 sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603
5 must be provided via of the following methods: (1) A warning on the product display page; (2) A
6 clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or
7 “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An otherwise
8 prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning
9 is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided
10 on the website may use the same content. For purposes of this section, a warning is not prominently
11 displayed if the purchaser must search for it in the general content of the website. For internet purchases
12 made prior to 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously
13 posting or displaying the new warning online until 60 calendar days after the retailer receives a warning
14 or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant
15 with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to
16 any websites under the exclusive control of Straight Arrow where Covered Products are sold into
17 California. In addition, Straight Arrow shall instruct any third-party website to which it directly sells
18 its Covered Products to include the same online warning, as set forth above, as a condition of selling
19 the Covered Products in California.

20 There shall be no obligation for Straight Arrow to provide a warning for Covered
21 Products that entered the stream of commerce prior to the Effective Date, and the Section 4 release
22 applies to all such Covered Products.

23 (i) Changes in Warning Regulations or Statutes

24 In the event that the Office of Environmental Health Hazard Assessment or another
25 California State agency with jurisdiction over the matter promulgates one or more regulations requiring
26 or permitting a different “safe-harbor” standard than the 10 ppm standard provided for above applicable
27 to the Covered Products and the chemical at issue, Straight Arrow may abide by that standard as to
28 whether or not a warning is required rather than the 10 ppm standard. In the event that the Office of

1 Environmental Health Hazard Assessment or another California State agency with jurisdiction over the
2 matter promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or
3 methods of transmission applicable to the Covered Products and the chemical at issue, which are
4 different than those set forth above, Straight Arrow shall be entitled to use, at its discretion, such other
5 warning text and/or method of transmission without being deemed in breach of this Agreement. If
6 regulations or legislation are enacted providing that Proposition 65 warnings as to DEA in this product
7 are no longer required, Defendant shall move for modification of the agreement pursuant to the
8 modification provision in Section 12.

9 **2.3 Sell-Through Period**

10 Notwithstanding anything else in this Consent Judgment, Covered Products that are
11 manufactured, packaged, or put into commerce on or before the date this Agreement is executed shall
12 be subject to the release of liability pursuant to this Consent Judgment, without regard to when such
13 Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations
14 of Straight Arrow, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered
15 Products manufactured, packaged, or put into commerce between the date this Agreement is executed
16 and the Effective Date.

17 **3. MONETARY SETTLEMENT TERMS**

18 **3.1 Settlement Amount**

19 Straight Arrow shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction
20 of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes
21 civil penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code
22 section 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars
23 (\$45,000.00) pursuant to Code of Civil Procedure section 1021.5.

24 **3.2 Civil Penalty**

25 The portion of the settlement attributable to civil penalties shall be allocated according to Health
26 and Safety Code section 25249.12©(1) and (d), with seventy-five percent (75%) of the penalty paid to
27 the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
28 twenty-five percent (25%) of the penalty paid to EHA individually. The civil penalties shall be paid as

1 follows:

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

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

6 Environmental Health Advocates
7 225 Broadway, Suite 2100
8 San Diego, CA 92101

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

10 For United States Postal Service Delivery:

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

14 For Federal Express 2-Day Delivery:

15 Mike Gyurics
16 Fiscal Operations Branch Chief
17 Office of Environmental Health Hazard Assessment
18 1001 I Street
19 Sacramento, CA 95814

18 Straight Arrow agrees to provide EHA's counsel with a copy of the check payable to OEHHHA,
19 simultaneous with its penalty payment to EHA.

20 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.

21 Relevant information is set out below:

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

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

26 **3.3 Attorney's Fees and Costs**

27 The portion of the settlement attributable to attorneys' fees and costs shall be paid to EHA's
28 counsel, who are entitled to attorneys' fees and costs incurred by it in this action, including but not

1 limited to investigating potential violations, bringing this matter to Straight Arrow's attention, as well
2 as litigating and negotiating a settlement in the public interest.

3 Straight Arrow shall provide its payment for civil penalty and for attorneys' fees and costs to
4 EHA's counsel by physical check or by electronic means, including wire transfers, at Straight Arrow's
5 discretion, as follows: forty-five thousand dollars (\$45,000.00) in Attorney's Fees and Costs shall be
6 paid as follows:

- 7 • One payment of \$45,000.00, due fourteen (14) days after the date the Court approves EHA's
8 motion to approve this Consent Judgment.

9 The attorney fee payments shall be made payable to Entorno Law, LLP and delivered to::

10 Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
11 San Diego, CA 92101

12 **4. CLAIMS COVERED AND RELEASE**

13 **4.1 EHA's Public Release of Proposition 65 Claims**

14 Plaintiff, acting on its own behalf and in the public interest, releases Straight Arrow, and its
15 parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers,
16 principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns
17 ("Defendant Entities"), each entity to whom Defendant directly or indirectly distributes, ships, or sells
18 the Covered Products, including but not limited to downstream distributors, wholesalers, customers,
19 retailers (including but not limited to Straight Arrow Products, Inc. Target Corporation and CDC
20 Beauty Supply, Inc.), and marketplaces franchisees, franchisors, cooperative members, suppliers,
21 licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals,
22 employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns
23 (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 up through
24 the Effective Date based on exposure to DEA from Covered Products as set forth in the Notice(s).
25 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with
26 respect to exposures to DEA from Covered Products as set forth in the Notice(s). This Consent
27 Judgment is a full, final, and binding resolution of all claims under Proposition 65 that were or could
28 have been asserted against Straight Arrow and/or Releasees for failure to comply with Proposition 65

1 for alleged exposure to DEA from Covered Products. This release does not extend to any third-party
2 retailers selling the product on a website who, after receiving instruction from Straight Arrow to include
3 a warning as set forth above in section 2.2, do not include such a warning.

4 **4.2 EHA's Individual Release of Claims**

5 EHA, in its individual capacity, also provides a release to Straight Arrow and/or Releasees,
6 which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,
7 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every
8 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of
9 alleged or actual exposures to DEA in Covered Products manufactured, imported, sold, or distributed
10 by Straight Arrow before the Effective Date.

11 **4.3 Straight Arrow's Release of EHA**

12 Straight Arrow on its own behalf, and on behalf of Releasees as well as its past and current
13 agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against
14 EHA and its attorneys and other representatives, for any and all actions taken or statements made by
15 EHA and its attorneys and other representatives, whether in the course of investigating claims,
16 otherwise seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered
17 Products.

18 **4.4 No Other Known Claims or Violations**

19 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
20 violations of Proposition 65 by Straight Arrow or for which Straight Arrow bears legal responsibility
21 other than those that are fully resolved by this Consent Judgment.

22 **5. COURT APPROVAL**

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

26 **6. SEVERABILITY**

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

1 **7. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the state of California as
3 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
4 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the
5 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues
6 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition
7 65; or if DEA cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65
8 is determined to be preempted by federal law or a burden on First Amendment rights with respect to
9 DEA in Covered Products or Covered Products substantially similar to Covered Products, then Straight
10 Arrow may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent
11 any Covered Products are so affected by modifying the agreement via the mechanisms set forth in
12 Section 12

13 **8. ENFORCEMENT**

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

16 **9. NOTICE**

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

21 If to Straight Arrow:

22 Mr. Devon Katzev
23 Straight Arrow Products, Inc.
24 900 Conroy Place
25 Easton, PA 18040
26 DKatzev@straightarrowinc.com

21 If to EHA:

22 Noam Glick
23 Entorno Law, LLP
24 225 Broadway, Suite 2100
25 San Diego, CA 92101
26 noam@entornolaw.com

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

10. COUNTERPARTS; DIGITAL SIGNATURES

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

11. POST EXECUTION ACTIVITIES

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

12. MODIFICATION

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

13. AUTHORIZATION

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

14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

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

1 **15. ENTIRE AGREEMENT**

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

7 **AGREED TO:**

AGREED TO:

8
9 Date: June 6, 2025

Date: June 6, 2025

10 By: 
11 ENVIRONMENTAL HEALTH
12 ADVOCATES, INC.

By: 
STRAIGHT ARROW PRODUCTS, INC.

13
14 **IT IS SO ORDERED.**

15
16 Date: _____

JUDGE OF THE SUPERIOR COURT