

1 Evan J. Smith, Esquire (SBN 242352)  
2 Ryan P. Cardona, Esquire (SBN 302113)  
3 BRODSKY SMITH  
4 9465 Wilshire Blvd., Ste. 300  
5 Beverly Hills, CA 90212  
6 Telephone: (877) 534-2590  
7 Facsimile: (310) 247-0160

8 *Attorneys for Plaintiff*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ALAMEDA

11 PRECILA BALABBO,

12 Plaintiff,

13 v.

14 NUTRALUXE GLOBAL, LLC, ULTA  
15 BEAUTY, INC., ULTA SALON, COSMETICS  
16 & FRAGRANCE, INC.,

17 Defendants.

Case No.: 26CV179313

**CONSENT JUDGMENT**

Judge: Hon. S. Raj Chatterjee

Dept.: 21

Hearing Date: July 28, 2026

Hearing Time: 2:30 PM

Complaint Filed: July 11, 2025

Reservation #: 419349071872

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”) and Nutraluxe Global, LLC  
4 (“Nutraluxe” or “Defendant”) with Balabbo and Defendant collectively referred to as the “Parties”  
5 and each of them as a “Party.” Balabbo is an individual residing in California that seeks to promote  
6 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating  
7 hazardous substances contained in consumer products. Nutraluxe is alleged to be a person in the  
8 course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et  
9 seq.

10          1.2     **Allegations and Representations.** Balabbo alleges that Defendant has exposed  
11 individuals to diethanolamine (DEA) from its sales of Buttah by Dorion Renaud rosewater toners,  
12 UPC # 858830007948 without providing a clear and reasonable exposure warning pursuant to  
13 Proposition 65. DEA is listed pursuant to Proposition 65 as a chemical known to the State of  
14 California to cause cancer. Nutraluxe denies these allegations and asserts its products are safe and  
15 in compliance with all applicable laws, rules and regulations.

16          1.3     **Notice of Violation/Action.** On July 26, 2024, Balabbo served Ulta Beauty, Inc.,  
17 Ulta Salon, Cosmetics & Fragrance, Inc. (collectively, “Ulta”), Nutraluxe, and various public  
18 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &  
19 Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65 for failing  
20 to warn consumers and customers that use of Buttah by Dorion Renaud rosewater toners, UPC #  
21 858830007948 expose users in California to DEA. No public enforcer has brought and is diligently  
22 prosecuting the claims alleged in the Notice. On July 11, 2025, Balabbo filed a complaint (the  
23 “Complaint” or “Action”).

24          1.4     For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
25 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that  
26 venue is proper in the County of Alameda, and that this Court has jurisdiction to approve, enter,  
27 and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all  
28

1 claims which were or could have been raised in the Action based on the facts alleged therein and  
2 in the Notice.

3 1.5 Defendant denies the material allegations contained in Balabbo's Notice and  
4 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment  
5 shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of  
6 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission  
7 by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being  
8 specifically denied by Defendant. However, this section shall not diminish or otherwise affect the  
9 obligations, responsibilities, and duties of Defendant under this Consent Judgment.

10 **2. DEFINITIONS**

11 2.1 **Covered Products.** The term "Covered Products" means Buttah by Dorion Renaud  
12 rosewater toners, when sold individually or collectively sold in a kit with other products, that are  
13 manufactured, distributed, shipped into California and offered for sale in California by Nutraluxe  
14 that expose users to DEA.

15 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is  
16 entered as a Judgment of the Court.

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

18 3.1 **Commitment Not to Sell.** Commencing within ninety (90) days of the Effective  
19 Date, and continuing thereafter, Nutraluxe agrees that it shall not manufacture, distribute, sell, or  
20 offer Covered Products containing the ingredient triethylamine or DEA for sale in California.  
21 Covered Products that have been manufactured, packaged, or put into commerce prior to the  
22 Effective Date, or within 90 days after the Effective Date, shall be subject to the release of liability  
23 pursuant to this Consent Judgment without regarding to when such Covered Products were  
24 distributed or sold to customers.

25 **4. MONETARY TERMS**

26 4.1 **Civil Penalty.** Nutraluxe shall pay \$2,000.00 as a Civil Penalty pursuant to Health  
27 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &  
28

1 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the  
2 Civil Penalty remitted to Balabbo, as provided by California Health & Safety Code § 25249.12(d).

3 4.1.1 Within fifteen (15) days of the Effective Date, Nutraluxe shall issue two  
4 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and  
5 to (b) "Precila Balabbo" in the amount of \$500.00. Payment owed to Balabbo pursuant to this  
6 Section shall be delivered to the following payment address:

7 Evan J. Smith, Esquire  
8 Brodsky Smith  
9 Two Bala Plaza, Suite 805  
10 Bala Cynwyd, PA 19004

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

13 For United States Postal Service Delivery:

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

19 For Non-United States Postal Service Delivery:

20 Mike Gyurics  
21 Fiscal Operations Branch Chief  
22 Office of Environmental Health Hazard Assessment  
23 1001 I Street  
24 Sacramento, CA 95814

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

27 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Nutraluxe shall pay  
28 \$27,000.00 to Brodsky Smith as complete reimbursement for Balabbo's attorneys' fees and costs  
incurred as a result of investigating, bringing this matter to the attention of Nutraluxe, litigating and  
negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code  
of Civil Procedure § 1021.5.

1     **5.     RELEASE OF ALL CLAIMS**

2             5.1     This Consent Judgment is a full, final, and binding resolution between Balabbo  
3 acting on her own behalf, and on behalf of the public interest, and Nutraluxe, and its parents,  
4 shareholders, members, directors, officers, managers, employees, representatives, agents,  
5 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
6 predecessors, successors and assigns (“Defendant Releasees”), and all entities to whom they  
7 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,  
8 suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not  
9 limited to Buttah Enterprises LLC and Ulta, and the parents, subsidiaries, and affiliates, franchisees,  
10 and cooperative members (“Downstream Releasees”), of all claims for violations of Proposition 65  
11 based on exposure to DEA from use of the Covered Products manufactured, distributed, or sold by  
12 Nutraluxe within 60 days after the Effective Date as set forth in the Notice. It is the Parties’ intention  
13 that this Consent Judgment shall have preclusive effect such that no other actions by private  
14 enforcers, whether purporting to act in his, her, or its interests or the public interest shall be  
15 permitted to pursue and take any action with respect to any violation of Proposition 65 based on  
16 exposure to DEA from use of the Covered Products that was alleged in the Complaint, or that could  
17 have been brought pursuant to the Notice against Nutraluxe and the Downstream Releasees  
18 (“Proposition 65 Claims”). Nutraluxe’s compliance with the terms of this Consent Judgment  
19 constitutes compliance with Proposition 65 by Nutraluxe with regard to exposure to DEA from use  
20 of the Covered Products.

21             5.2     In addition to the foregoing, Balabbo, on behalf of herself, her past and current  
22 agents, representatives, attorneys, and successors and assignees, and *not* in her representative  
23 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of  
24 legal action and releases Nutraluxe, Defendant Releasees, and Downstream Releasees from any  
25 and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts,  
26 contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and  
27 attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,  
28

1 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising  
2 from Covered Products manufactured, distributed, or sold by Nutraluxe, Defendant Releasees or  
3 Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph,  
4 Balabbo hereby specifically waives any and all rights and benefits which she now has, or in the  
5 future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which  
6 provides as follows:

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

11 5.3 Nutraluxe waives any and all claims against Balabbo, her attorneys and other  
12 representatives, for any and all actions taken, or statements made (or those that could have been  
13 taken or made) by Balabbo and her attorneys and other representatives, whether in the course of  
14 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
15 and with respect to Covered Products.

16 5.4 Balabbo and her counsel affirm that they are not presently aware of any actual or  
17 alleged violations of Proposition 65 by Nutraluxe or for which Nutraluxe bears legal responsibility  
18 other than those that are fully resolved by this Consent Judgment.

19 **6. INTEGRATION**

20 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and  
21 any and all prior negotiations and understandings related hereto shall be deemed to have been  
22 merged within it. No representations or terms of agreement other than those contained herein exist  
23 or have been made by any Party with respect to the other Party or the subject matter hereof.

24 **7. NOTICES**

25 7.1 Unless specified herein, all correspondence and notices required to be provided  
26 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
27 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
28 by the other party at the following addresses:

1 For Defendant:

2 Daniel Solitro  
3 Troutman Pepper Locke  
4 Two California Plaza,  
350 S. Grand Ave., Ste. 3400  
Los Angeles, CA 90071

5 And

6 For Balabbo:

7 Evan Smith  
8 Brodsky Smith  
9 9465 Wilshire Blvd., Ste. 300  
Beverly Hills, CA 90212

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

12 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

13 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of  
14 which shall be deemed an original, and all of which, when taken together, shall constitute one and  
15 the same document.

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

18 9.1 Balabbo agrees to comply with the requirements set forth in California Health &  
19 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
20 Defendant agrees it shall support approval of such Motion.

21 9.2 This Consent Judgment shall not be effective until it is approved and entered by the  
22 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
23 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
24 days, the case shall proceed on its normal course.

25 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an  
26 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
27 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
28 its normal course on the trial court's calendar.

1 **10. MODIFICATION**

2 10.1 This Consent Judgment may be modified only by further stipulation of the Parties  
3 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

4 **11. ATTORNEY'S FEES**

5 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent  
6 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

7 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions  
8 pursuant to law.

9 **12. RETENTION OF JURISDICTION**

10 12.1 This Court shall retain jurisdiction of this matter to implement or modify the  
11 Consent Judgment.

12 **13. AUTHORIZATION**

13 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their  
14 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
15 document and certify that he or she is fully authorized by the Party he or she represents to execute  
16 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as  
17 explicitly provided herein each Party is to bear its own fees and costs.

18 **AGREED TO:**

**AGREED TO:**

19  
20 Date: \_\_\_\_\_

Date: June 3, 2026

21 By: \_\_\_\_\_  
22 PRECILA BALABBO

By: *Jeff Nudair*  
NUTRALUXE GLOBAL, LLC

23  
24 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

25  
26 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

1 **10. MODIFICATION**

2 10.1 This Consent Judgment may be modified only by further stipulation of the Parties  
3 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

4 **11. ATTORNEY'S FEES**

5 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent  
6 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

7 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions  
8 pursuant to law.

9 **12. RETENTION OF JURISDICTION**

10 12.1 This Court shall retain jurisdiction of this matter to implement or modify the  
11 Consent Judgment.

12 **13. AUTHORIZATION**

13 13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their  
14 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
15 document and certify that he or she is fully authorized by the Party he or she represents to execute  
16 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as  
17 explicitly provided herein each Party is to bear its own fees and costs.

18 **AGREED TO:**

**AGREED TO:**

19  
20 Date: 6 / 10 / 26

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

21 By:   
22 PRECILA BALABBO

By: \_\_\_\_\_  
NUTRALUXE GLOBAL, LLC

23  
24 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

25  
26 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court