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15 Attorneys for Plaintiff

16 Environmental Health Advocates, Inc.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

19 ENVIRONMENTAL HEALTH  
20 ADVOCATES, INC.,

21 Plaintiff,

22 v.

23 GPT DE LABORATOIRES FRANCAIS-  
24 SORAS, a French simplified joint stock  
25 company; GROUPEMENT DES  
26 LABORATOIRES FRANCAIS SORAS PTE.  
27 LTD., a Singapore private limited company;  
28 and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV104035

**[PROPOSED] CONSENT JUDGMENT**

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

*Kee*

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 GPT De Laboratoires Francais-Soras and GROUPEMENT DES  
5 LABORATOIRES FRANCAIS SORAS PTE. LTD. (together “Defendants” or “GPT”) with EHA and  
6 GPT each individually referred to as a “Party” and collectively referred to as the “Parties.”

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

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

15 **1.4 General Allegations**

16 EHA alleges that GPT manufactures, imports, sells, and distributes for sale Embryolisse  
17 Embryoderme, Embryolisse 24-Hour Miracle Cream, and Embryolisse Softening Hand Cream that  
18 contains diethanolamine ("DEA"). EHA further alleges that GPT does so without providing a sufficient  
19 health hazard warning as required by Proposition 65 and related Regulations. GPT denies these  
20 allegations and asserts that its products are safe and in compliance with all applicable laws, rules and  
21 regulations.

22 **1.5 Notice of Violation**

23 On or around April 19, 2024, October 18, 2024, and November 1, 2024, EHA served GPT, the  
24 California Attorney General, and all other required public enforcement agencies with 60-Day Notices  
25 of Violation of Proposition 65 (“Notices”). The Notices alleged that GPT had violated Proposition 65  
26 by failing to sufficiently warn consumers in California of the health hazards associated with exposures  
27 to diethanolamine ("DEA") contained in skin cream products, including but not limited to Embryolisse  
28 Embryoderme, Embryolisse 24-Hour Miracle Cream (Lait Crème Concentre), and Embryolisse

1 Softening Hand Cream manufactured or processed by GPT that allegedly contain DEA and are  
2 imported, sold, shipped, delivered, or distributed for sale to consumers in California by Releasees (as  
3 defined in section 4.1). No public enforcer has commenced or is otherwise prosecuting an action to  
4 enforce the violations alleged in the Notices.

#### 5 **1.6 Product Description**

6 The products covered by this Consent Judgment are skin cream products, including but not  
7 limited to Embryolisse Embryoderme, Embryolisse 24-Hour Miracle Cream (Lait Crème Concentre),  
8 and Embryolisse Softening Hand Cream manufactured or processed by GPT that allegedly contain  
9 DEA and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by  
10 Releasees (as defined in section 4.1) ("Covered Products").

#### 11 **1.7 State of the Pleadings**

12 On or around December 20, 2024, and April 16, 2025, EHA filed two Complaints against GPT  
13 for the alleged violations of Proposition 65 that are the subject of the Notices ("Complaints").

#### 14 **1.8 No Admission**

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

#### 23 **1.9 Jurisdiction**

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



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           **1.11 Compliance Date**

5           For purposes of this Consent Judgment, the term “Compliance Date” means January 1, 2026.

6           **2. INJUNCTIVE RELIEF**

7           **2.1 Reformulation of the Covered Products**

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


14          **2.2 Clear and Reasonable Warnings**

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

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




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](http://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](http://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](http://www.P65Warnings.ca.gov).

SHORT FORM  
ON A PRODUCT  
MANUFACTUR  
ED/LABELED  
PRIOR TO  
1/1/28,  
REGARDLESS  
OF DATE OF  
SALE

OR

4)  **WARNING:** Cancer- [www.P65Warnings.ca.gov](http://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

1 consumer information about a product in a language other than English, the warning must also be  
2 provided in that language 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 one 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 GPT where Covered Products are sold into California. In  
17 addition, GPT shall instruct any third-party website to which it directly sells its Covered Products to  
18 include the same online warning, as set forth above, as a condition of selling the Covered Products in  
19 California.

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

23 (i) Changes in Warning Regulations or Statutes

24 In the event that the Office of Environmental Health Hazard Assessment promulgates  
25 one or more regulations requiring or permitting Proposition 65 warning text and/or methods of  
26 transmission applicable to the Covered Products and the chemical at issue, which are different than  
27 those set forth above, GPT shall be entitled to use, at its discretion, such other warning text and/or  
28 method of transmission without being deemed in breach of this Agreement. If regulations or legislation

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1 are enacted providing that Proposition 65 warnings as to diethanolamine ("DEA") in this product are  
2 no longer required, Defendant shall move for modification of the agreement pursuant to the  
3 modification provision in Section 12.

### 4 **2.3 Sell-Through Period**

5 Notwithstanding anything else in this Consent Judgment, Covered Products that are  
6 manufactured, packaged, or put into commerce on or before December 31, 2025, is executed shall be  
7 subject to the release of liability pursuant to this Consent Judgment, without regard to when such  
8 Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations  
9 of GPT, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products  
10 manufactured, packaged, or put into commerce between the date this Agreement is executed and the  
11 Compliance Date.

## 12 **3. MONETARY SETTLEMENT TERMS**

### 13 **3.1 Settlement Amount**

14 GPT shall pay fifty-five thousand dollars (\$55,000) in settlement and total satisfaction of all the  
15 claims referred to in the Notices, the Complaints, and this Consent Judgment. This includes civil  
16 penalties in the amount of six thousand dollars (\$6,000) pursuant to Health and Safety Code section  
17 25249.7(b) and attorneys' fees and costs in the amount of forty-nine thousand dollars (\$49,000)  
18 pursuant to Code of Civil Procedure section 1021.5.

### 19 **3.2 Civil Penalty**

20 The portion of the settlement attributable to civil penalties shall be allocated according to Health  
21 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid  
22 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining  
23 twenty-five percent (25%) of the penalty paid to EHA individually. The six thousand dollars (\$6,000)  
24 in civil penalties shall be paid as follows:

- 25 • One payment of \$4,500 to OEHHA, due 14 (fourteen) days after the date the Court  
26 approves EHA's motion to approve this Consent Judgment.
- 27 • One payment of \$1,500 to EHA, due 14 (fourteen) days after the Effective Date.

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

*Ale*

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

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

For United States Postal Service Delivery:

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

For Federal Express 2-Day Delivery:

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

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

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

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

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

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

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

1 GPT shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's  
2 counsel by physical check or by electronic means, including wire transfers, at GPT's discretion, as  
3 follows: forty-nine thousand dollars (\$49,000) in Attorney's Fees and Costs shall be paid as follows:

- 4 • One payment of \$49,000, due fourteen (14) days after the date the Court approves EHA's  
5 motion to approve this Consent Judgment.

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

7 Noam Glick  
8 Entorno Law, LLP  
225 Broadway, Suite 1900  
San Diego, CA 92101

9 **4. CLAIMS COVERED AND RELEASE**

10 **4.1 EHA's Public Release of Proposition 65 Claims**

11 Plaintiff, acting on its own behalf and in the public interest, releases GPT, and its parents,  
12 subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals,  
13 agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant  
14 Entities"), each entity to whom Defendants directly or indirectly distribute, ship, or sell the Covered  
15 Products, including but not limited to downstream distributors, wholesalers, customers, retailers  
16 (including but not limited to GPT De Laboratoires Francais-Soras), and marketplaces franchisees,  
17 franchisors, cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities'  
18 owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants,  
19 representatives, predecessors, successors, and assigns (collectively referred to as the "Releasees") from  
20 all claims for violations of Proposition 65 for exposures to DEA up through the Compliance Date based  
21 on exposure to DEA from Covered Products as set forth in the Notice(s). Compliance with the terms  
22 of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to DEA  
23 from Covered Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding  
24 resolution of all claims under Proposition 65 that were or could have been asserted against GPT and/or  
25 Releasees for failure to comply with Proposition 65 for alleged exposure to DEA from Covered  
26 Products. This release does not extend to any third-party retailers selling the product on a website who,  
27 after receiving instruction from GPT to include a warning as set forth above in section 2.2, do not  
28 include such a warning.



1           **4.2     EHA's Individual Release of Claims**

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

8           **4.3     GPT's Release of EHA**

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

14           **4.4     No Other Known Claims or Violations**

15           EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged  
16 violations of Proposition 65 by GPT or for which GPT bears legal responsibility other than those that  
17 are fully resolved by this Consent Judgment.

18       **5.     COURT APPROVAL**

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

22       **6.     SEVERABILITY**

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

25       *[Rest of page intentionally left blank.]*  
26  
27  
28



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 GPT  
10    may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent any  
11    Covered Products are so affected by modifying the agreement via the mechanisms set forth in Section  
12    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. The injunctive terms of this Consent Judgment may be  
16    enforced by public agency prosecutors pursuant to California Health and Safety Code section  
17    25249.7(c), and/or by private party prosecutors acting "in the public interest" under California Health  
18    and Safety Code section 25249.7(d).

19    **9.     NOTICE**

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

24    If to GPT:

25    Felicia Leborgne Nowels  
26    Akerman LLP  
27    201 E. Park Ave., Suite 300  
28    Tallahassee, FL 32301  
   felicia.nowels@akerman.com

If to EHA:

   Noam Glick  
   Entorno Law, LLP  
   225 Broadway, Suite 2100  
   San Diego, CA 92101  
   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:**

8  
9 Date: October 8, 2025

10 By:   
11 ENVIRONMENTAL HEALTH  
12 ADVOCATES, INC.

**AGREED TO:**

Date: October 14, 2025

By:   
GPT DE LABORATOIRES FRANCAIS-  
SORAS AND GROUPEMENT DES  
LABORATOIRES FRANCAIS SORAS  
PTE. LTD

13  
14  
15 **IT IS SO ORDERED.**

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

17  
18 JUDGE OF THE SUPERIOR COURT  
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