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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 PHARMA COSMETICS INC., a Delaware  
24 corporation; and DOES 1 through 100,  
25 inclusive,

26 Defendants.

Case No. 25CV124226

**[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 Pharma Cosmetics Inc. (“Defendant” or “Pharma”) with EHA and Pharma  
5 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 and states that it is acting in the interest  
8 of the general public. It states that it seeks to promote awareness of exposures to toxic chemicals and  
9 to improve human health by reducing or eliminating hazardous substances contained in consumer  
10 products.

11 **1.3 Defendant**

12 Pharma 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 Pharma manufactures, imports, sells, and distributes for sale Neova Cu3  
17 Transforming Gel Recovery Mask that contains diethanolamine (“DEA”). EHA further alleges that  
18 Pharma does so without providing a sufficient health hazard warning as required by Proposition 65 and  
19 related Regulations. Pharma denies these allegations and asserts that its products are safe and in  
20 compliance with all applicable laws, rules and regulations.

21 **1.5 Notice of Violation**

22 On or around November 15, 2024, EHA served Defendant Pharma, DermaGlobe, Inc., and the  
23 California Attorney General, and all other required public enforcement agencies with a 60-Day Notice  
24 of Violation of Proposition 65 (“Notice”). The Notice alleged that Pharma had violated Proposition 65  
25 by failing to sufficiently warn consumers in California of the health hazards associated with exposures  
26 to diethanolamine (“DEA”) contained in face masks products, including but not limited to Neova Cu3  
27 Transforming Gel Recovery Mask manufactured or processed by Pharma that allegedly contain DEA  
28 and are imported, sold, shipped, delivered, or distributed for sale to consumers in California by



1 Releasees (as defined in section 4.1).

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

4 **1.6 Product Description**

5 The products covered by this Consent Judgment are face mask products, including but not  
6 limited to Neova Cu3 Transforming Gel Recovery Mask manufactured or processed by Pharma that  
7 allegedly contain DEA and are imported, sold, shipped, delivered, or distributed for sale to consumers  
8 in California by Releasees (as defined in section 4.1) ("Covered Products").

9 **1.7 State of the Pleadings**

10 On or around May 22, 2025, EHA filed a Complaint against Pharma for the alleged violations  
11 of Proposition 65 that are the subject of the Notice ("Complaint").

12 **1.8 No Admission**

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

21 **1.9 Jurisdiction**

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

26 **1.10 Effective Date**

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

1     **2.     INJUNCTIVE RELIEF**

2             **2.1     Reformulation of the Covered Products**


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

9             **2.2     Clear and Reasonable Warnings**

10            Commencing on the Effective Date, Pharma agrees any Covered Product sold in California,  
11    exceeding the Reformulation Standard set forth in section 2.1 above, and which are distributed or  
12    directly sold by Pharma in the State of California on or after the Effective Date, shall contain a “clear  
13    and reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. Pharma  
14    agrees that each warning shall be prominently placed with such conspicuousness, as compared with  
15    other words, statements, designs, or devices as to render it likely to be seen, read and understood by an  
16    ordinary individual under customary conditions before purchase or use. Each warning shall be  
17    provided in a manner compliant with Title 27 California Code of Regulations Sections 25600 et seq.,  
18    clearly indicating which listed chemical(s) is/are implicated, so as to minimize the risk of consumer  
19    confusion.


20            For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered  
21    Products shall consist of a product-specific warning via one or more of the following methods: (1) A  
22    posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;  
23    (2) Any electronic device or process that automatically provides the warning to the purchaser (not  
24    applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning  
25    directly affixed to the product’s label or tag; or (4) A short-form warning on the Covered Products’  
26    label that complies with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically,  
27    pursuant to § 25603(a) – (d), one of the following statements must be utilized:  
28



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).

OR

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

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). Where a sign, labeling, or label as defined in Section 25600.1 is used to provide a warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word "WARNING" or the words "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning



1 is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided  
2 on the website may use the same content. For purposes of this section, a warning is not prominently  
3 displayed if the purchaser must search for it in the general content of the website. For internet purchases  
4 made prior to 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously  
5 posting or displaying the new warning online until 60 calendar days after the retailer receives a warning  
6 or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant  
7 with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to  
8 any websites under the exclusive control of Pharma where Covered Products are sold into California.  
9 In addition, Pharma shall instruct any third-party website to which it directly sells its Covered Products  
10 to include the same online warning, as set forth above, as a condition of selling the Covered Products  
11 in California.

12               There shall be no obligation for Pharma to provide a warning for Covered Products that  
13 entered the stream of commerce prior to the Effective Date, and the Section 4 release applies to all such  
14 Covered Products.

15               (i)     Changes in Warning Regulations or Statutes

16               In the event that the Office of Environmental Health Hazard Assessment promulgates  
17 one or more regulations requiring or permitting Proposition 65 warning text and/or methods of  
18 transmission applicable to the Covered Products and the chemical at issue, which are different than  
19 those set forth above, Pharma shall be entitled to use, at its discretion, such other warning text and/or  
20 method of transmission without being deemed in breach of this Agreement. If regulations or legislation  
21 are enacted providing that Proposition 65 warnings as to diethanolamine ("DEA") in this product are  
22 no longer required, Defendant may move for modification of the agreement pursuant to the  
23 modification provision in Section 12.

24               **2.3     Sell-Through Period**

25               Notwithstanding anything else in this Consent Judgment, Covered Products that are  
26 manufactured, packaged, or put into commerce on or before the date this Agreement is executed shall  
27 be subject to the release of liability pursuant to this Consent Judgment, without regard to when such  
28 Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations

1 of Pharma, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products  
2 manufactured, packaged, or put into commerce between the date this Agreement is executed and the  
3 Effective Date.

4 **3. MONETARY SETTLEMENT TERMS**

5 **3.1 Settlement Amount**

6 Pharma shall pay fifty thousand dollars (\$50,000) in settlement and total satisfaction of all the  
7 claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes civil  
8 penalties in the amount of five thousand dollars (\$5,000) pursuant to Health and Safety Code section  
9 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$45,000)  
10 pursuant to Code of Civil Procedure section 1021.5.

11 **3.2 Civil Penalty**

12 The portion of the settlement attributable to civil penalties shall be allocated according to Health  
13 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid  
14 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining  
15 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars (\$5,000)  
16 in civil penalties shall be paid as follows:

- 17
  - One payment of \$3,750 to OEHHA, due 14 days after the date the Court approves EHA's
  - 18 motion to approve this Consent Judgment.
  - 19 • One payment of \$1,250 to EHA, due 14 days after the date the Court approves EHA's
  - 20 motion to approve this Consent Judgment.

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

22 Environmental Health Advocates  
23 225 Broadway, Suite 2100  
San Diego, CA 92101

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

26 For United States Postal Service Delivery:

27 Mike Gyurics  
28 Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment



1 P.O. Box 4010  
2 Sacramento, CA 95812-4010

3 For Federal Express 2-Day Delivery:

4 Mike Gyurics  
5 Fiscal Operations Branch Chief  
6 Office of Environmental Health Hazard Assessment  
7 1001 I Street  
8 Sacramento, CA 95814

9 Pharma agrees to provide EHA's counsel with a copy of the check payable to OEHHA,  
10 simultaneous with its penalty payment to EHA.

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

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

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

### 17 **3.3 Attorney's Fees and Costs**

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

22 Pharma shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's  
23 counsel by physical check or by electronic means, including wire transfers, at Pharma's discretion, as  
24 follows: forty-five thousand dollars (\$45,000) in Attorney's Fees and Costs shall be paid as follows:

25 ///

26 ///



- Payment 1: One payment of \$5,000, due 14 days after the date the Court approves EHA's motion to approve this Consent Judgment.
- Payment 2: One payment of \$10,000, due 1 month after the due date of Payment 1.
- Payment 3: One payment of \$10,000, due 1 month after the due date of Payment 2.
- Payment 4: One payment of \$10,000, due 1 month after the due date of Payment 3.
- Payment 5: One payment of \$10,000, due 1 month after the due date of Payment 4.

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

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

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

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

Plaintiff, acting on its own behalf and in the public interest, releases Pharma, and its parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant Entities"), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered Products, including but not limited to downstream distributors, wholesalers, customers, retailers (including but not limited to Pharma Cosmetics Inc.), and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 for exposures to DEA up through the Effective Date based on exposure to DEA from Covered Products as set forth in the Notice(s). Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to DEA from Covered Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that were or could have been asserted against Pharma and/or Releasees for failure to comply with Proposition 65 for alleged exposure to DEA from Covered Products. This release does not extend to any third-party retailers selling the product on a website who, after receiving

1 instruction from Pharma to include a warning as set forth above in section 2.2, do not include such a  
2 warning.

#### 3 **4.2 EHA's Individual Release of Claims**

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

#### 10 **4.3 Pharma's Release of EHA**

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

#### 16 **4.4 No Other Known Claims or Violations.**

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

#### 20 **4.5 California Civil Code Section 1542**

21 It is possible that other claims not known to the Parties arising out of the facts alleged in the  
22 Notice and relating to the Covered Products will develop or be discovered. EHA on behalf of itself  
23 only, on one hand, and Pharma on behalf of itself only, on the other hand, acknowledge that this  
24 Consent Judgment is expressly intended to cover and include all such claims up through the Effective  
25 Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown  
26 claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims.  
27 California Civil Code section 1542 reads as follows:  
28



1       **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
2       **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
3       **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
4       **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
5       **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
6       **DEBTOR OR RELEASED PARTY.**

7       EHA and Pharma each acknowledge and understand the significance and consequences of this  
8       specific waiver of California Civil Code § 1542.

9       **5.       COURT APPROVAL**

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

13       **6.       SEVERABILITY**

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

16       *[Rest of page left intentionally blank.]*  
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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 Pharma  
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. EHA shall first give Pharma 30 days' notice to cure any  
16 alleged violation before bringing an enforcement action.

17     **9. NOTICE**

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

22     If to Pharma:

23     Stephen T. Holzer  
24     Lewitt Hackman  
25     16633 Ventura Boulevard, 11th Floor  
26     Encino, California 91436 – 1865  
27     sholzer@Lewithackman.com

22     If to EHA:

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

28             Any Party may, from time to time, specify in writing to the other, a change of address to which



1 notices and other communications shall be sent.

2 **10. COUNTERPARTS; DIGITAL SIGNATURES**

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

6 **11. POST EXECUTION ACTIVITIES**

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

16 **12. MODIFICATION**

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

20 **13. AUTHORIZATION**

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

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

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

28 ///

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: 11/20/25

Date: 11-20-25

10  
11 By:   
12 ENVIRONMENTAL HEALTH  
ADVOCATES, INC.

By:   
PHARMA COSMETICS INC.

13  
14 **IT IS SO ORDERED.**

15  
16 Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT