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10 KEEP AMERICA SAFE AND BEAUTIFUL

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18 Attorneys for Defendant  
19 VANGUARD INDUSTRIES EAST, INC.

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
21 COUNTY OF MARIN – CIVIL JURISDICTION

22 KEEP AMERICA SAFE AND BEAUTIFUL,

23 Plaintiff,

24 v.

25 VANGUARD INDUSTRIES EAST, INC.; and  
26 DOES 1-30, inclusive,

27 Defendants.

Case No. CV0001548

[PROPOSED] **CONSENT JUDGMENT**

(Health & Safety Code § 25249.6 et seq. and  
Code of Civil Procedure § 664.6)

28 **1. INTRODUCTION**

This Consent Judgment (“**Agreement**”) is entered into by and between plaintiff Keep America Safe and Beautiful (“**KASB**”) and defendant Vanguard Industries East, Inc. (“**Vanguard**”), with KASB and Vanguard each individually referred to as a “**Party**” and collectively, as the “**Parties**,” to resolve the allegations in the Complaint filed in this action, in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 et seq. (“**Proposition 65**”).

CONSENT JUDGMENT

1           **1.1     The Parties**

2           KASB is a California-based non-profit organization proceeding in the public interest  
3 pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the  
4 State of California to cause cancer, birth defects, or other reproductive harm are disclosed or  
5 eliminated from consumer products sold in California. Vanguard is a person in the course of  
6 doing business for purposes of California Health & Safety Code § 25249.11(b).

7           **1.2     Consumer Product Description**

8           KASB alleges that Vanguard manufactures, imports, sells, and distributes for sale in  
9 California identification tags with vinyl/PVC windows containing diisononyl phthalate (“**DINP**”)  
10 including, but not limited to, the *Identification Tag Card Holder: Vertical with Hook Closure Straps*  
11 *SKU: 9701762 UPC: 024768114830*, and sewing kits with vinyl pouches containing di(2-ethylhexyl)  
12 phthalate (“**DEHP**”) including, but not limited to, the *Sewing Kit: Olive Drab and Desert, Item No.:  
13 7070300, UPC: 0 24768 05821 9*, without providing the health hazard warnings that KASB alleges  
14 are required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Identification  
15 tags with vinyl/PVC windows and sewing kits with vinyl pouches are collectively referred to  
16 hereinafter as the “**Products.**” DINP is listed pursuant to Proposition 65 as a chemical known to the  
17 State of California to cause cancer. DEHP is listed pursuant to Proposition 65 as a chemical known to  
18 the State of California to cause cancer or birth defects and other reproductive harm.

19           **1.3     Notices of Violation**

20           On April 21, 2023, KASB served Vanguard, the California Attorney General, and the  
21 requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging  
22 Vanguard violated Proposition 65 by failing to warn its customers and consumers in California that  
23 its identification tags with vinyl/PVC windows can expose users to DINP. On January 21, 2025,  
24 KASB served Vanguard, the California Attorney General, and the requisite public enforcement  
25 agencies with a Supplemental 60-Day Notice of Violation (“**Supplemental Notice**”), alleging  
26 Vanguard violated Proposition 65 by failing to warn its customers and consumers in California that  
27 its Products can expose users to DINP or DEHP. The Notice and Supplemental Notice are  
28 collectively referred to herein as the “**Notices.**” No public enforcer has commenced and is diligently

1 prosecuting an action to enforce the allegations in the Notices.

2 **1.4 Complaint**

3 On August 21, 2024, KASB commenced the instant action (“**Complaint**”), naming Vanguard  
4 as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice. Upon  
5 entry of Judgment pursuant to the terms of this Agreement, the complaint shall be deemed amended.  
6 nunc pro tunc, to include the allegations in the Supplemental Notice.

7 **1.5 No Admission**

8 Vanguard denies the factual and legal allegations contained in the Notices and Complaint and  
9 maintains that all products it has sold or distributed for sale in California, including the Products,  
10 have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be  
11 construed as, nor shall compliance with this Agreement constitute or be construed as, an admission  
12 by Vanguard of any fact, finding, conclusion of law, issue of law, or violation of law. This section  
13 shall not, however, diminish or otherwise affect Vanguard’s obligations, responsibilities, and duties  
14 under this Agreement.

15 **1.6 Jurisdiction**

16 For purposes of this Agreement only, the Parties stipulate that this Court has jurisdiction over  
17 Vanguard as to the allegations contained in the Complaint; that venue is proper in Marin County;  
18 and that the Court has jurisdiction to enter and enforce the provisions of this Agreement, pursuant to  
19 Proposition 65 and Code of Civil Procedure § 664.6.

20 **1.7 Effective Date**

21 The term “Effective Date” means the date on which the Court approves this Agreement and  
22 enters Judgment pursuant to its terms.

23 **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

24 **2.1 Reformulation Commitment**

25 Commencing on the Effective Date and continuing thereafter, all Products Vanguard  
26 manufactures and imports for sale in or into California shall meet the Reformulation Standard for  
27 Reformulated Products, as defined by Section 2.2.

1           **2.2 Reformulation Standard**

2           For purposes of this Agreement, "Reformulated Products" are defined as Products which, if  
3 they contain di(2-ethylhexyl) phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), diisononyl phthalate  
4 ("DINP"), butyl benzyl phthalate ("BBP"), di-isodecyl phthalate ("DIDP") or di-n-hexyl phthalate  
5 ("DnHP"), contain any or all such chemicals each in a maximum concentration of less than 0.1  
6 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of  
7 California, the United States Food and Drug Administration/Environmental Protection Agency, the  
8 National Environmental Laboratory Accreditation Program, or a member accreditation body of the  
9 International Laboratory Accreditation Cooperation ("ILAC"). For purposes of compliance with this  
10 reformulation standard, testing samples shall be prepared and extracted using Consumer Product  
11 Safety Commission ("CPSC") methodology CPSC CH-C1001.09.4 and analyzed using U.S.  
12 Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or  
13 state government agencies to determine phthalate content in a solid substance.

14           **2.3 Certification to Compliance with Reformulation Standard**

15           On or before 30 days after the Effective Date, an officer of Vanguard shall provide Seven  
16 Hills LLP with a written attested declaration stating, as of the Effective Date and continuing  
17 thereafter, any and all Products manufactured or imported by Vanguard for sale to consumers in  
18 California shall be Reformulated Products as defined by the Reformulation Standard set forth in the  
19 Section 2.2.

20           **2.4 Interim Clear and Reasonable Warnings**

21           Vanguard shall provide clear and reasonable warnings for all Products remaining in inventory  
22 that are not Reformulated Products provided for sale to customers located in California. The  
23 following warning shall be prominently placed with such conspicuousness as compared with other  
24 words, statements, or designs as to render it likely to be read and understood by an ordinary  
25 individual under customary conditions before purchase or use and shall be provided in a manner such  
26 that it is clearly associated with the specific Product to which the warning applies.



1 given in conjunction with the sale of the Products via the internet shall appear either on the same web  
2 page on which the Products are displayed or on one or more web pages displayed to a purchaser  
3 during the checkout process. The warning shall appear in any of the above instances adjacent to or  
4 immediately following the display, description, or price of the Products for which it is given in the  
5 same type size or larger than other consumer information provided for the Products. For third-party  
6 websites, over which Vanguard has no control, as a condition of sale, Vanguard shall provide its  
7 customer with notices stating the Products must be accompanied by a warning, prior to sale in or into  
8 California, and shall supply the warning requirements, pursuant to Section 2.4.

9 **3. MONETARY SETTLEMENT TERMS**

10 **3.1 Civil Penalty**

11 Pursuant to Health and Safety Code § 25249.7(b), Vanguard agrees to pay a civil penalty of  
12 Seven \$2,000 within five (5) business days of the Effective Date. Vanguard's civil penalty payment  
13 will be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five  
14 percent (75%) of the penalty paid to the California Office of Environmental Health Hazard  
15 Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Vanguard  
16 shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,500; and  
17 (b) "Seven Hills LLP in trust for Keep America Safe and Beautiful" in the amount of \$500. KASB's  
18 counsel shall deliver to OEHHA and KASB their respective portions of the penalty payment. KASB's  
19 counsel agrees to provide Vanguard with tax identification information no later than three (3)  
20 business days following the Effective Date.

21 **3.2 Reimbursement of Attorneys' Fees and Costs**

22 Within five (5) business days of the Effective Date, Vanguard agrees to pay the amount of  
23 \$25,000 to "Seven Hills LLP" as follow on the first day of the month immediately following the  
24 Effective Date for all fees and costs incurred investigating, bringing this matter to Vanguard's  
25 attention, negotiating a settlement, and reporting its terms to Office of the California Attorney  
26 General pursuant to Section 10.



1 known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to DEHP or  
2 DINP, in Products manufactured, imported, sold or distributed for sale, in or into the State of  
3 California, by Vanguard prior to the Effective Date, as alleged in the Notice and Complaint.

4 **5. COURT APPROVAL**

5 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed  
6 motion for judicial approval of this Agreement. The Parties agree to mutually employ their best  
7 efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this  
8 Agreement, and to obtain judicial approval of their settlement in a timely manner. For purposes of  
9 this section, “best efforts” shall include, at a minimum, supporting the motion for approval,  
10 responding to any third-party objection, and appearing at the hearing before the Court if so requested.

11 **6. SEVERABILITY**

12 If, subsequent to the Court’s approval and entry of this Agreement as a judgment, any  
13 provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining  
14 provisions shall not be adversely affected.

15 **7. GOVERNING LAW**

16 The terms of this Agreement shall be governed by the laws of the State of California and  
17 apply within California. Nothing in this Agreement shall be interpreted to relieve Vanguard from its  
18 obligation to comply with any pertinent state or federal law or regulation.

19 **8. NOTICE**

20 Unless specified herein, all correspondence and notice required by this Agreement shall be in  
21 writing and sent by electronic mail:

22 For Vanguard:

23 Mark J. D’Argenio  
24 WOOD SMITH HENNING & BERMAN LLP  
1401 Willow Pass Road, Suite 700,  
Concord, CA 94520  
25 Email: mdargenio@wshblaw.com

For KASB:

Laralei Paras  
Seven Hills LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111  
Email: laralei@sevenhillsllp.com

26 Any Party may, from time to time, specify in writing to the other Party a change of address to which  
27 all notices and other communications shall be sent.  
28

1 **9. COUNTERPARTS AND PDF SIGNATURES**

2 This Agreement may be executed in counterparts and by portable document format (pdf)  
3 signature, each of which shall be deemed an original and, all of which, when taken together, shall  
4 constitute one and the same document.

5 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

6 KASB and its counsel agree to comply with the reporting form requirements referenced in  
7 California Health and Safety Code § 25249.7(f).

8 **11. ENTIRE AGREEMENT**

9 This Agreement contains the sole and entire agreement and understanding of the Parties with  
10 respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
11 commitments, or understandings related thereto, if any, are hereby merged herein and therein. There  
12 are no warranties, representations, or other agreements between the Parties except as expressly set  
13 forth herein. No representations, oral or otherwise, express or implied, other than those specifically  
14 referred to in this Agreement have been made by any Party hereto. No other agreements not  
15 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any  
16 of the Parties hereto.

17 **12. MODIFICATION**

18 This Agreement may be modified only by: (i) a written agreement of the Parties and the entry  
19 of a modified Agreement by the Court thereon; or (ii) upon a successful motion of any party and the  
20 entry of a modified Agreement by the Court thereon.

21 **13. AUTHORIZATION**

22 The undersigned are authorized to execute this Agreement on behalf of their respective  
23 Parties and have read, understood, and agreed to all of the terms and conditions of this Agreement.

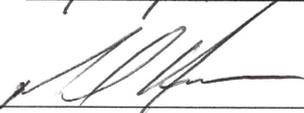
24 **AGREED TO:**

**AGREED TO:**

25 Date: 2/18/2026

Date: 2/13/26

26  
27 By: 

By: 

28 Lance Nguyen, CEO  
Keep America Safe and Beautiful

MICHAEL HARRIS, CEO  
Vanguard Industries East, Inc.