Laralei Paras, SBN 203319
SEVEN HILLS LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
Telephone: (415) 926-7247
laralei@sevenhillsllp.com

Attorneys for Plaintiff
KEEP AMERICA SAFE AND BEAUTIFUL

Cathleen S. Huang, SBN 219554
BOWLES & VERNA, LLP
2121 N. California Blvd., Suite 875
Walnut Creek, CA 94596
Telephone: (925) 935-3300
Fax: (925) 935-0371

Attorneys for Defendant
GODINGER SILVER ART, CO.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL, Plaintiff, v. GODINGER SILVER ART, CO.; and DOES 1-30, inclusive, Defendants.	Case No. CV0008861 [PROPOSED] **CONSENT JUDGMENT**

1. INTRODUCTION

1.1 The Parties

This Consent Judgment ("**Agreement**") is entered into by and between plaintiff Keep America Safe and Beautiful ("**KASB**") and defendant Godinger Silver Art, Co. ("**Godinger**"), with KASB and Godinger each individually referred to as a "**Party**" and, collectively, the "**Parties**." KASB is a California nonprofit corporation, proceeding in the public interest, pursuant to California Health & Safety Code § 25249.7(d), to ensure chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are either disclosed or eliminated from products sold

in California. Godinger is a "person in the course of doing business," as defined by Health & Safety Code § 25249.11(b), for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§ 25249.5 et seq. ("**Proposition 65**").

1.2 General Allegations & Consumer Product Description

KASB alleges Godinger manufactures, distributes, sells and/or offers for sale to consumers in California *DIET TOOLS by Godinger 3PC Diet Tools, Item # 476* containing di(2-ethylhexyl) phthalate ("**DEHP**") (referred to hereinafter as the "**Products**"), without providing the health hazard warning required by Proposition 65. DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Notice of Violation

On July 18, 2025, KASB served Godinger, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation ("**Notice**"), alleging violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in either the Notice.

1.4 Complaint

On January 20, 2026, KASB commenced the instant action ("**Complaint**"), naming Godinger as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 Jurisdiction

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

1.6 No Admission

Godinger denies the allegations in the Notice and Complaint and maintains that all products it has sold or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall compliance with this Agreement constitute or be construed as, an admission by Godinger of any fact,

finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Godinger's obligations, responsibilities, and duties under this Agreement.

1.7 Effective Date

For purposes of this Agreement, "**Effective Date**" shall mean the date on which the Court approves this Agreement and enters judgment pursuant to its terms.

2. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

2.1 Reformulation or Warning

Commencing on the Effective Date and continuing thereafter, all Products Godinger manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through one or more third party retailers or e-commerce marketplaces, shall either be: (a) reformulated Products pursuant to § 2.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 2.3 - 2.4, below. The warning requirement set forth in §§ 2.3 - 2.4 shall not apply to any Reformulated Product.

2.2 Reformulation Standard

For purposes of this Agreement, "**Reformulated Products**" are defined as Products which, if they contain di(2-ethylhexyl) phthalate ("DEHP") contain DEHP in a maximum concentration of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of California, the United States Food and Drug Administration/ Environmental Protection Agency, the National Environmental Laboratory Accreditation Program, or a member accreditation body of the International Laboratory Accreditation Cooperation ("**ILAC**"). For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission ("**CPSC**") methodology CPSC-CH-C1001.09.3 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance.

2.3 Clear & Reasonable Warnings

Commencing on or before the Effective Date and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.3 and 2.4 must be provided for any Products that Godinger

manufacturers, imports, distributes, sells, or offers for sale in California that is not a Reformulated Product.

Godinger shall provide clear and reasonable warnings to customers in California in accordance with this Section pursuant to Title 27, California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies

The warning shall consist of either the **Warning** or **Alternative Warning** described in § 2.3(a) or (b), respectively:

(a) **Warning.** The Warning shall consist of the following statement:

> ⚠**WARNING**: This product can expose you to di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

(b) **Alternative Warning**: Godinger may, but is not required to, use the alternative short-form warning as set forth in this § 2.3(b) as follows:

> ⚠**CA WARNING**: Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov

(c) **Foreign Language Requirement.** Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

(d) **On-Product Warnings.** Godinger shall affix a warning to the Product label or otherwise directly on Products provided for sale to consumers located in California and to customers with retail outlets in California, nationwide distribution, or e-commerce platforms. For the purpose of this agreement, "**Product label**" means a display of written, printed, or graphic material printed on or affixed to each of the Products or its immediate container or wrapper. A warning provided pursuant to section 2.3(d) must print the word "**WARNING**:" in all capital letters and in bold font. The warning symbol to the left of the word "**WARNING**:" must be a black exclamation point in a yellow equilateral

triangle with a black outline, except if the labeling does not use the color yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-point type but no smaller than the largest type size used for other consumer information on the Products.

(e) **Internet Warnings.** Godinger shall provide warnings for each Product both on the Product label in accordance with Section 2.3(d), and by prominently displaying the warning, or requiring the warning to be prominently displayed on affiliated websites, third party websites or by retail customers, to consumers in California during the purchase of the Products without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word "**WARNING**" given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same web page the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The warning shall appear adjacent to or immediately following the display, description, or price of the Products for which it is given in the same type size or larger than other consumer information provided for the Products. Where Godinger sells, ships, or distributes Products to third-party retailers or e-commerce marketplaces, Godinger will advise them of the internet Warning requirements under this Agreement as a condition of sale of the Products. If the On Product Warning is the Alternative Warning set forth in 2.3(b), the Internet Warning may use the Alternative Warning.

2.4 Customer Notification

No later than within 30 days after the Effective Date, Godinger shall send a letter, electronic or otherwise ("**Notification Letter**") to each customer that is a retailer or distributor that has any inventory of Products, which Godinger supplied between July 18, 2022, and 30 days after the Effective Date, for sale to consumers in California. The Notification Letter shall advise the recipient that the Products contain DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. The Notification letter shall inform the recipient that all Products must either (1) be returned to Godinger for a full refund or (2) have a label, attached to the packaging of each Product before it is sold in the California market or to a customer in California, expressly referring to the Product with the following warning statement:

⚠**WARNING**: This product can expose you to di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

The foregoing warning must print the word "**WARNING**:" in all capital letters and in bold font. The warning symbol to the left of the word "**WARNING**:" must be a black exclamation point in a yellow equilateral triangle with a black outline. The entire warning shall appear in at least 6-point type and no smaller than the largest type size used for other consumer information on the Products. The Notification Letter shall enclose a shipping label with the return address and postage paid by Godinger. If the customer is a retailer or distributor of the Products, the Notification Letter shall include a sheet of white background, adhesive stickers with the forgoing warning statements.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims alleged in the Notice or referred to in this Agreement, Godinger agrees to pay $3,750 in civil penalties. Penalty payments shall be allocated in accordance with Health and Safety Code § 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment ("**OEHHA**") and the remaining 25% of the penalty amount retained by KASB. By the Effective Date or December 31, 2026, whichever is later**,** Godinger agrees to pay a non-waivable civil penalty in two separate checks, made payable as follows: (1) "OEHHA" in the amount of $2,812.50; and "Seven Hills in trust for Keep America Safe and Beautiful" in the amount of $937.50, and delivered to the address in Section 3.3, below. KASB's counsel shall deliver to KASB and to OEHHA their respective portions of the civil penalty payments.

3.2 Representations

Godinger represents the information about sales data and product reformulation it provided to KASB in negotiating this Agreement was truthful and acknowledges such information was a material factor upon which KASB relied to determine the civil penalty assessed pursuant to Health & Safety Code § 25249.7. If, within nine months of the Effective Date, KASB discovers and presents evidence demonstrating the preceding representation was materially inaccurate, then Godinger shall have 30

days to meet and confer regarding KASB's contention. If the 30-day meet and confer period passes without any such resolution between KASB and Godinger, then KASB shall be entitled to make an appropriate motion to the Court to cure any breach of this Section 3.2 of the Agreement pursuant to Code of Civil Procedure § 664.6. The prevailing Party on the motion shall be entitled to its reasonable attorneys' fees as approved by the Court.

3.3 Reimbursement of Attorneys' Fees and Costs

The Parties acknowledge KASB and its counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed, thereby leaving the issue to be resolved after the Parties settled the material terms of this Agreement. Shortly after the Parties finalized all other terms, the Parties negotiated a resolution of the compensation due to KASB and its counsel under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of this Agreement. Under these legal principles, by the Effective Date or December 31, 2026, whichever is later, Godinger agrees to pay $25,279.51 to KASB and its counsel for investigating, bringing this matter to the attention of Godinger's management, and negotiating a settlement in the public interest. Godinger's payment shall be in the form of a check made payable to "Seven Hills LLP" and delivered to the address appearing in the following Section 3.3.

3.4 Payments

All payments required by this Agreement shall be delivered to the following address:

Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Godinger

This Agreement is a full, final and binding resolution between KASB, on behalf of itself and in the public interest, and Godinger, of any claim that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Godinger, its directors, officers, employees, attorneys, and each entity to whom Godinger directly or indirectly distributes or sells Products, including, but not limited to, downstream

distributors, wholesalers, customers, retailers, Amazon.com, Inc., franchisees, cooperative members, and licensees (collectively, "**Releasees**"), from violations of Proposition 65 based on their failure to warn about alleged exposures to DEHP contained in the Products that were manufactured, distributed, sold and/or offered for sale by Godinger in California before the Effective Date, as alleged in the Notice and Complaint. The Parties further agree that compliance with Section 2 of this Agreement shall be deemed compliance with Proposition 65 with respect to alleged exposures to DEHP in the Products.

In further consideration of the promises and agreements herein contained, KASB, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that KASB may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DEHP in the Products manufactured, distributed, sold and/or offered for sale by Godinger, before the Effective Date (collectively, "**Claims**"), against Godinger and Releasees.

The Parties further understand and agree that this Section 4.1 release shall neither extend upstream to any entities that manufactured the Products or any component parts thereof or any suppliers who sold the Products or any component parts to Godinger nor downstream to any Releasee who has been instructed by Godinger pursuant to Section 2.3(e) or Section 2.4 to provide a warning and fails to do. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee not involving Godinger's Products.

4.2 Godinger's Release of KASB

Godinger, on behalf of itself, its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the

Products.

5. COURT APPROVAL

Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this Consent Judgment and 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 third-party objection, and appearing at the hearing before the Court, if so requested.

6. SEVERABILITY

If, subsequent to the Effective Date, any of the provision of this Agreement is deemed by a court unenforceable, the validity of the remaining provisions shall not be adversely affected.

7. GOVERNING LAW

The terms of this Agreement shall be governed by and apply within the laws of the State of California. Nothing in this Agreement shall be interpreted to relieve Godinger from its obligation to comply with pertinent state or federal toxics control laws.

8. NOTICE

Unless specified herein, all correspondence and notice required to be provided by this Agreement shall be in writing and sent by: (i) first-class (registered or certified mail) return receipt requested; or (iii) overnight courier, to one party by the other at the following addresses:

For Godinger:	For KASB:
Cathleen S. Huang BOWLES & VERNA, LLP 2121 N. California Blvd., Suite 875 Walnut Creek, CA 94596	Laralei Paras, Esq. SEVEN HILLS LLP 1 Embarcadero Center, Suite 100 San Francisco, CA 94111

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

9. COUNTERPARTS AND PDF SIGNATURES

This Agreement may be executed in counterparts and by pdf signature, which shall be deemed an original, and, when taken together, shall be deemed to constitute the same document.

10. **COMPLIANCE WITH REPORTING REQUIREMENTS**

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

11. **ENTIRE AGREEMENT**

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

12. **MODIFICATION**

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

13. **AUTHORIZATION**

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

AGREED TO:

Date: 11/16/2026

By: _____
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 11/16/26

By: _____
Arnold Godinger, CEO
Godinger Silver Art, Co.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to California Health & Safety Code § 25249.7(f)(4) and California Code of Civil Procedure § 664.6, Judgment is entered in accordance with the terms of the Consent Judgment. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT