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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF ALAMEDA**

18 **ENVIRONMENTAL RESEARCH**
19 **CENTER, INC., a California non-profit**
20 **corporation**

21 **Plaintiff,**

22 **vs.**

23 **GOLDEN ISLES MEDICAL, INC.,**
24 **individually and dba DR. ANNA CABECA**
25 **and dba THE GIRLFRIEND DOCTOR;**
26 **and DOES 1-100**

27 **Defendants.**

28 **CASE NO. 25CV156032**

[PROPOSED] AMENDED
STIPULATED CONSENT
JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Action Filed: November 21, 2025

Trial Date: None set

1 **1. INTRODUCTION**

2 **1.1** On November 21, 2025, Plaintiff Environmental Research Center, Inc. (“ERC”),
3 a non-profit corporation, as a private enforcer and in the public interest, initiated this action by
4 filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”)
5 pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.*

1 (“Proposition 65”), against Golden Isles Medical, Inc., individually and dba Dr. Anna Cabeca
2 and dba The Girlfriend Doctor (“Golden Isles Medical”) and Does 1-100. In this action, ERC
3 alleges that a number of products manufactured, distributed, or sold by Golden Isles Medical
4 contain lead and/or cadmium, chemicals listed under Proposition 65 as carcinogens and/or
5 reproductive toxins, and expose consumers to these chemicals at a level requiring a Proposition
6 65 warning. These products (referred to hereinafter individually as a “Covered Product” or
7 collectively as “Covered Products”) are: (1) The Girlfriend Doctor Dr. Anna Cabeca Mighty
8 Maca Plus Superfood Drink Mix (lead), (2) The Girlfriend Doctor Dr. Anna Cabeca Keto-
9 Alkaline Protein Shake Fortifying Vanilla Protein Shake (lead), (3) The Girlfriend Doctor Dr.
10 Anna Cabeca Keto-Green Plant-Based Protein Shake All-In-One Revitalizing Meal
11 Replacement Chocolate (lead, cadmium), and (4) The Girlfriend Doctor Dr. Anna Cabeca
12 Mighty Maca Plus 30 Superfoods Energy Vitality Stamina Drink Mix (lead).

13 All of the Covered Products may also be referred to as “Lead Covered Product(s).”

14 Further, the following Covered Product may also be referred to as “Cadmium Covered
15 Product”: The Girlfriend Doctor Dr. Anna Cabeca Keto-Green Plant-Based Protein Shake All-
16 In-One Revitalizing Meal Replacement Chocolate.

17 **1.2** ERC and Golden Isles Medical may hereinafter be referred to individually as a
18 “Party” or collectively as the “Parties.”

19 **1.3** ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other
20 causes, helping safeguard the public from health hazards by reducing the use and misuse of
21 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
22 and encouraging corporate responsibility.

23 **1.4** For purposes of this Proposed Amended Stipulated Consent Judgment (“Consent
24 Judgment”) only, the Parties do not dispute that Golden Isles Medical, Inc., individually and dba
25 Dr. Anna Cabeca and dba The Girlfriend Doctor is a business entity that has employed ten or
26 more persons at times relevant to this action and has qualified as a “person in the course of doing
27 business” within the meaning of Proposition 65. Golden Isles Medical manufactures, distributes,
28 sold, and/or sells the Covered Products.

1 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
2 dated September 11, 2025, that was issued to the California Attorney General, other public
3 enforcers, and Golden Isles Medical (“Notice”). A true and correct copy of the 60-Day Notice
4 dated September 11, 2025, is attached hereto as **Exhibit A** and is incorporated herein by
5 reference. More than 60 days have passed since the Notice was served on the Attorney
6 General, public enforcers, and Golden Isles Medical, and no designated governmental entity
7 has filed an action against Golden Isles Medical with regard to the Covered Products or the
8 alleged violations.

9 **1.6** ERC’s Notice and Complaint allege that use of the Covered Products by
10 California consumers exposes them to cadmium and/or lead without first receiving clear and
11 reasonable warnings from Golden Isles Medical, in violation of California Health and Safety
12 Code section 25249.6. Golden Isles Medical denies all allegations contained in the Notice and
13 Complaint.

14 **1.7** The Parties have entered into this Consent Judgment in order to fully settle,
15 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
16 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute
17 or be construed as an admission by any of the Parties or by any of their respective officers,
18 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
19 franchisees, licensees, customers, suppliers, distributors, packagers, wholesalers, Online
20 Marketplace Hosts (an entity that hosts an online marketplace but that never has physical
21 possession of the products sold through its online marketplace), or retailers of any fact, issue of
22 law, or violation of law. Nothing in this Consent Judgment or any document referred to shall
23 be construed as giving rise to any presumption or inference of admission or concession by the
24 Parties as to any fault, wrongdoing or liability.

25 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
26 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in
27 any current or future legal proceeding unrelated to these proceedings.

28 **1.9** The “Effective Date” of this Consent Judgment is the date on which a Notice of

1 Entry of Judgment is served to Golden Isles Medical or its counsel.

2 **1.10** The “Compliance Date” of this Consent Judgment is sixty (60) days after the
3 Effective Date.

4 **2. JURISDICTION AND VENUE**

5 For purposes of this Consent Judgment and any further court action that may become
6 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
7 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
8 over Golden Isles Medical as to the acts alleged in the Complaint, that venue is proper in Alameda
9 County, and that this Court has jurisdiction to enter this Consent Judgment as a full, final and
10 binding resolution of all claims up through and including the Compliance Date that were or could
11 have been asserted in this action based on the facts alleged in the Notice and/or Complaint.

12 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

13 **3.1** Beginning on the Compliance Date, Golden Isles Medical shall be permanently
14 enjoined from manufacturing for sale in the State of California, “Distributing into the State of
15 California,” or directly selling in the State of California, any Lead Covered Product that
16 exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead per
17 day and/or any Cadmium Covered Product that exposes a person to a “Daily Cadmium
18 Exposure Level” of more than 4.1 micrograms of cadmium per day, unless the Lead Covered
19 Products and/or Cadmium Covered Product meets the warning requirements under Section 3.2.

20 **3.1.1** As used in this Consent Judgment, the term “Distributing into the State
21 of California” shall mean to directly ship Covered Products into the State of California for sale
22 in the State of California or to sell Covered Products to a distributor that Golden Isles Medical
23 knows will sell Covered Products in California.

24 **3.1.2** For purposes of this Consent Judgment, the “Daily Lead Exposure
25 Level” shall be measured in micrograms, and shall be calculated using the following formula:
26 micrograms of lead per gram of product, multiplied by grams of product per serving of the
27 product (using the largest serving size appearing on the product label), multiplied by servings
28 of the product per day (using the largest number of recommended daily servings appearing on

1 the label), which equals micrograms of lead exposure per day. If the label contains no
2 recommended daily servings, then the number of recommended daily servings shall be one.

3 **3.1.3** For purposes of this Consent Judgment, the “Daily Cadmium Exposure
4 Level” shall be measured in micrograms, and shall be calculated using the following formula:
5 micrograms of cadmium per gram of product, multiplied by grams of product per serving of
6 the product (using the largest serving size appearing on the product label), multiplied by
7 servings of the product per day (using the largest number of recommended daily servings
8 appearing on the label), which equals micrograms of cadmium exposure per day. If the label
9 contains no recommended daily servings, then the number of recommended daily servings
10 shall be one.

11 **3.2 Clear and Reasonable Warnings**

12 If Golden Isles Medical is required to provide a warning pursuant to Section 3.1, one of
13 the following warnings must be utilized (“Warning”):

14 **OPTION 1:**

15 **WARNING:** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Consuming this
16 product can expose you to chemicals including [lead] [and cadmium] which is [are] known
17 to the State of California to cause [cancer and] birth defects or other reproductive harm.
18 For more information go to www.P65Warnings.ca.gov/food.

19 **OPTION 2:**

20 **WARNING:** [or] **CA WARNING:** [or] **CALIFORNIA WARNING:** Risk of [cancer
21 and] reproductive harm from exposure to lead [and cadmium]. See
22 www.P65Warnings.ca.gov/food.

23 **OPTION 3:**

24 **WARNING:** [or] **CA WARNING:** [or] **CALIFORNIA WARNING:** Can expose you to
25 [lead] [and] [cadmium], a [carcinogen and] reproductive toxicant. See
26 www.P65Warnings.ca.gov/food.

27 The Warning shall begin either with the word “**WARNING,**” or the words “**CA**
28 **WARNING**” or the words “**CALIFORNIA WARNING,**” as indicated above, in all capital
letters and bold print. Golden Isles Medical shall use the phrase “cancer and” in the Warning if

1 Golden Isles Medical has reason to believe that the “Daily Lead Exposure Level” (for Lead
2 Covered Products) is greater than 15 micrograms of lead as determined pursuant to the quality
3 control methodology set forth in Section 3.4 and/or if Golden Isles Medical has reason to believe
4 that another Proposition 65 chemical is present which may require a cancer warning. If there is a
5 chemical present at a level that requires a cancer warning, the chemical requiring use of the phrase
6 “cancer and” in the Warning shall always be identified. As identified in the brackets, the warning
7 shall appropriately reflect whether there is lead (only for the Lead Covered Products), or cadmium
8 (only for the Cadmium Covered Product) in each of the Covered Products.

9 If Covered Products require a warning pursuant to Section 3.2, the Warning shall be
10 securely affixed to or printed upon the label of each Covered Product, and it must be set off
11 from other surrounding information and enclosed in a box. In addition, for any Covered
12 Product sold over the internet directly by Golden Isles Medical to consumers in the State of
13 California, the Warning shall appear on the Covered Product’s primary display page or on the
14 checkout page when a California delivery address is indicated for any purchase of any Covered
15 Product. If the Warning is provided on the checkout page, an asterisk or other identifying
16 method must be utilized to identify which products on the checkout page are subject to the
17 Warning. In addition, for any Covered Product sold over the internet, the Warning may be
18 provided through a clearly marked hyperlink using the word “**WARNING**” (or the words “**CA**
19 **WARNING**” or the words “**CALIFORNIA WARNING**”) in all capital and bold letters so
20 long as the hyperlink links to a page prominently displaying the Warning without content that
21 detracts from the Warning. A Warning is not prominently displayed if the purchaser has to
22 search for it in the general content of the website.

23 If Covered Products require a warning pursuant to Section 3.1, the Warning shall be at
24 least the same size as the largest of any other health or safety warnings also appearing on the
25 website or on the label and in no event less than six (6) point type. No statements intended to or
26 likely to have the effect of diminishing the impact of the Warning on the average lay person shall
27 accompany the Warning. Further no statements may accompany the Warning that state or imply
28 that the source of the listed chemical has an impact on or results in a less harmful effect of the

1 listed chemical.

2 If Covered Products require a warning pursuant to Section 3.1, the Warning must be
3 displayed with such conspicuousness, as compared with other words, statements or designs on the
4 label, or on its website, if applicable, to render the Warning likely to be read and understood by an
5 ordinary individual under customary conditions of purchase or use of the product. Where a sign
6 or label used to provide the Warning for a Covered Product includes consumer information about
7 the Covered Product in a language other than English, the Warning must also be provided in that
8 language in addition to English.

9 If a Covered Product requires a warning pursuant to Section 3.1 and is being sold by an
10 online third-party seller or downstream reseller (collectively referred to as “Third-Party
11 Seller(s)”), who is subject to Proposition 65 and known to and authorized by Golden Isles
12 Medical to sell such Covered Product to California consumers, and Golden Isles Medical cannot
13 itself add a warning to the authorized Third-Party Seller’s website because Golden Isles Medical
14 lacks control over such authorized Third-Party Seller’s website, then Golden Isles Medical must
15 (a) notify the authorized Third-Party Seller and/or its authorized agent, in writing, of the
16 authorized Third-Party Seller’s duty to provide an internet warning when selling the Covered
17 Product to California consumers, and (b) comply with 27 C.C.R. § 25600.2 (2026 version or as
18 subsequently renumbered) including, but not limited to, by providing the information required by
19 27 C.C.R. § 25600.2 (2026 version or as subsequently renumbered), including the warning
20 language options required by this Consent Judgment for Covered Products sold on the internet to
21 California consumers, to any such authorized Third-Party Seller (or its authorized agent). The
22 written notice required by this Section shall instruct the Third-Party Seller that it is responsible for
23 providing the Warning on its website for Covered Products sold over the internet to California
24 consumers and that the Warning shall be provided with such conspicuousness, as compared with
25 other words, statements or designs, as to render the Warning likely to be seen, read, and
26 understood by an ordinary individual prior to sale. Confirmation of receipt of the written notice
27 and any renewed written notices must be received from the authorized Third-Party Seller, or its
28 authorized agent, to which Golden Isles Medical sent the written notice. If Golden Isles Medical

1 is unable to obtain such confirmation of receipt, Golden Isles Medical cannot rely on 27 CCR §
2 25600.2.

3 For purposes of this Consent Judgment, the term “label” means a display of written,
4 printed or graphic material that is printed on or affixed to a Covered Product or its immediate
5 container or wrapper.

6 In the event that the Office of Environmental Health Hazard Assessment (“OEHHA”)
7 adopts one or more final regulations or final legislation providing that Proposition 65 warnings
8 as to lead or cadmium in the Covered Products are no longer required, a lack of warning by
9 Golden Isles Medical will not thereafter be deemed a breach of this Consent Judgment, subject
10 to ERC’s right to contest the applicability of any such regulation or legislation to the Covered
11 Products or chemicals at issue.

12 The injunctive requirements of Section 3 of this Consent Judgment shall not apply to
13 Covered Products that are “already in the stream of commerce” as of the Compliance Date,
14 which Covered Products are expressly subject to the releases provided in Section 8 of this
15 Consent Judgment. For purposes of this Consent Judgment, the term “already in the stream of
16 commerce” means that Covered Products have been put into final packaging for consumer sale
17 and are no longer in the possession of or under the control of Golden Isles Medical.

18 **3.3 Conforming Covered Products**

19 Covered Products shall be considered Conforming Covered Products if (a) for Lead
20 Covered Products, the “Daily Lead Exposure Level” is no greater than 0.5 micrograms of lead per
21 day as determined by the exposure methodology set forth in Section 3.1.2 and the quality control
22 methodology described in Section 3.4, and (b) for the Cadmium Covered Product, the “Daily
23 Cadmium Exposure Level” is no greater than 4.1 micrograms of cadmium per day as determined
24 by the exposure methodology set forth in Section 3.1.3 and the quality control methodology
25 described in Section 3.4, and (c) the Covered Product is not known by Golden Isles Medical to
26 contain other chemicals that violate Proposition 65’s safe harbor thresholds.

27 **3.4 Testing and Quality Control Methodology**

28 **3.4.1** Beginning within one year of the Effective Date, Golden Isles Medical

1 shall arrange for lead and cadmium testing of the Covered Products at least once a year for a
2 minimum of three consecutive years by arranging for testing of one (1) randomly selected
3 sample of each of the Covered Products, in the form intended for sale to the end-user, which
4 Golden Isles Medical intends to sell or is manufacturing for sale in California, directly selling
5 to a consumer in California or “Distributing into the State of California.” If tests conducted
6 pursuant to this Section demonstrate that no Warning is required for a Covered Product during
7 each of three (3) consecutive years, then the testing requirements of this Section will no longer
8 be required as to that Covered Product. However, if during the three-year testing period,
9 Golden Isles Medical reformulates the Covered Products, Golden Isles Medical shall test that
10 Covered Product annually for at least two (2) consecutive years after such change is made.

11 **3.4.2** For purposes of measuring the “Daily Lead Exposure Level” and/or the
12 “Daily Cadmium Exposure Level,” the lead and/or cadmium detection result of the one (1)
13 randomly selected sample of the Covered Products will be controlling.

14 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
15 laboratory method that complies with the performance and quality control factors appropriate
16 for the method used, including limit of detection and limit of quantification, sensitivity,
17 accuracy and precision that meets the following criteria: For the Lead Covered Products and
18 the Cadmium Covered Product, Inductively Coupled Plasma-Mass Spectrometry (“ICP-MS”)
19 achieving a limit of quantification of less than or equal to 0.005 mg/kg for lead and cadmium.

20 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
21 independent third party laboratory certified by the State of California or accredited by the State
22 of California, a federal agency, the National Environmental Laboratory Accreditation Program or
23 similar nationally recognized accrediting organization to perform the particular method of
24 detection and analysis in question.

25 **3.4.5** Nothing in this Consent Judgment shall limit Golden Isles Medical’s
26 ability to conduct, or require that others conduct, additional testing of the Covered Products,
27 including the raw materials used in their manufacture.

28 **3.4.6** Within sixty (60) days of receipt of ERC’s written request, Golden Isles

1 Medical shall deliver lab reports obtained pursuant to Section 3.4 to ERC. Golden Isles
2 Medical shall retain all test results for a period of two (2) years from the date of each test. Any
3 request by ERC for lab reports shall be made prior to the expiration of the two-year period
4 identified in 3.4.6, and such request shall not be made more than once per year. Golden Isles
5 Medical's provision of lab reports that satisfy the requirements of Section 3.4 of this Consent
6 Judgment and demonstrate that the Covered Products are Conforming Covered Products as
7 defined under this Consent Judgment shall constitute compliance with the terms of this
8 Consent Judgment, subject to ERC's right to contest such determination.

9 **3.4.7** The testing and reporting requirements of Section 3.4 do not apply and are
10 not required with respect to a Covered Product during any period in which Golden Isles Medical
11 has ceased production of such Covered Product and is not manufacturing the Covered Product
12 for sale in the State of California, Distributing the Covered Product into the State of California,
13 or directly selling the Covered Product in the State of California. However, in the event Golden
14 Isles Medical resumes California sales of such Covered Product or begins manufacturing or
15 distributing such Covered Product for sale in California, Golden Isles Medical shall first test the
16 Covered Product in compliance with Section 3.4 to determine whether a Warning is required and
17 immediately thereafter (or as soon as practicable) begin complying with the testing requirements
18 of this Section 3.4 with respect to the Covered Product.

19 **3.4.8** Additionally, the testing and reporting requirements of Section 3.4 do not
20 apply to any Covered Products for which Golden Isles Medical provides a Warning,
21 continuously and without interruption from the Compliance Date, pursuant to Section 3.2 of this
22 Consent Judgment. In the event a Warning is provided after the Compliance Date but Golden
23 Isles Medical thereafter ceases to provide the Warning specified in Section 3.2 for any Covered
24 Products, Golden Isles Medical may only do so after they have tested such Covered Products,
25 and Golden Isles Medical shall be required to comply with the testing and reporting requirements
26 of Section 3.4 of this Consent Judgment immediately (or as soon as practicable) after the date the
27 Warning ceases to be provided, unless Golden Isles Medical can show to the satisfaction of ERC
28 that the cessation in providing the Warning was a temporary error that was resolved when

1 discovered.

2 **3.5** Nothing in Section 3 of this Consent Judgment shall prevent or preclude ERC from
3 obtaining and relying upon its own testing for purposes of enforcement, so long as such testing
4 meets the requirements of Sections 3.4.3 and 3.4.4, subject to Golden Isles Medical’s right to
5 contest the validity and reliability of ERC’s testing and provide evidence demonstrating
6 compliance with the terms of this Consent Judgment pursuant to Section 3.4 herein. Nothing in
7 Section 3.4 of this Consent Judgment is intended by either party to set a precedent for the level
8 of lead, cadmium, or other chemicals that are permissible in the Covered Products or any
9 consumer products under Proposition 65.

10 **4. SETTLEMENT PAYMENT**

11 **4.1** In full, final, and binding satisfaction of all potential civil penalties, additional
12 settlement payments, attorney’s fees, and costs, Golden Isles Medical shall make a total
13 payment of \$40,000.00 (forty thousand dollars) (“Total Settlement Amount”) to ERC in two
14 periodic payments (the “Periodic Payments”) according to the following payment schedule
15 (“Due Dates”):

- 16 • The first Periodic Payment: \$20,000.00 within 5 days of the Effective Date (the first
17 Due Date)
- 18 • The second Periodic Payment: \$20,000.00 within 35 days of the Effective Date (the
19 second Due Date)

20 Golden Isles Medical shall make the Periodic Payments by wire transfer to ERC’s
21 account, for which ERC will give Golden Isles Medical the necessary account information.

22 The Total Settlement Amount shall be apportioned as follows:

23 **4.2** \$2,500.00 shall be considered a civil penalty pursuant to California Health and
24 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$1,875.00) of the civil penalty to the
25 Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe
26 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
27 Code section 25249.12(c). ERC will retain the remaining 25% (\$625.00) of the civil penalty.

28 **4.3** \$3,632.78 shall be distributed to ERC as reimbursement to ERC for reasonable

1 costs incurred in bringing this action.

2 **4.4** \$33,867.22 shall be distributed to ERC for its in-house legal fees. Except as
3 explicitly provided herein, each Party shall bear its own fees and costs.

4 **4.5** In the event that Golden Isles Medical fails to remit, in full, any of the Periodic
5 Payments owed under Section 4.1 of this Consent Judgment on or before the applicable Due
6 Date, Golden Isles Medical shall be deemed to be in material breach of its obligations under
7 this Consent Judgment. ERC shall provide written notice of the delinquency to Golden Isles
8 Medical and its counsel via electronic mail. If Golden Isles Medical fails to deliver the
9 delinquent payment within five (5) business days from delivery of the written notice, the Total
10 Settlement Amount, less any amounts previously paid by Golden Isles Medical, shall be
11 immediately due and owing and shall accrue interest at the statutory judgment interest rate
12 provided in the California Code of Civil Procedure section 685.010, and any release provisions
13 in Section 8 that are for the benefit of Golden Isles Medical and/or the Released Parties (as
14 defined in Section 8.1) shall be suspended and waived during the period of time that transpires
15 until the Total Settlement Amount is paid in full. Additionally, Golden Isles Medical agrees to
16 pay ERC's reasonable attorneys' fees and costs for any efforts to collect the payment due
17 under this Consent Judgment.

18 **5. MODIFICATION OF CONSENT JUDGMENT**

19 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by
20 written stipulation of the Parties and upon entry by the Court of a modified consent judgment
21 or (ii) by motion of either Party pursuant to Section 5.3, and based upon an agreement to
22 modify the Consent Judgment, and upon entry by the Court of a modified consent judgment.

23 **5.2** If Golden Isles Medical seeks to modify this Consent Judgment under Section
24 5.1, then Golden Isles Medical must provide written notice to ERC of its intent ("Notice of
25 Intent"). If ERC seeks to meet and confer regarding the proposed modification in the Notice of
26 Intent, then ERC must provide written notice to Golden Isles Medical within thirty (30) days of
27 receiving the Notice of Intent. If ERC notifies Golden Isles Medical in a timely manner of
28 ERC's intent to meet and confer, then the Parties shall meet and confer in good faith as

1 required in this Section. The Parties shall meet in person, via remote meeting, or by telephone
2 within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty (30)
3 days of such meeting, if ERC disputes the proposed modification, ERC shall provide to Golden
4 Isles Medical a written basis for its position. The Parties shall continue to meet and confer for
5 an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become
6 necessary, the Parties may agree in writing to different deadlines for the meet-and-confer
7 period.

8 **6.** In the event that OEHHA promulgates one or more final regulations requiring or
9 permitting Proposition 65 warning text and/or methods of transmission applicable to the
10 Covered Products and the chemicals at issue, which are different from those set forth above, or
11 makes final approved revisions to regulations applicable to Proposition 65, the Covered
12 Products, and the chemicals at issue, including to 27 CCR section 25600.2 (2026 version or as
13 subsequently renumbered), then Golden Isles Medical shall be entitled to seek a modification
14 of this Consent Judgment pursuant to this Section 5 so that it is in accord with such new
15 regulations or regulatory changes by OEHHA, and consent to such modification shall not be
16 unreasonably withheld by ERC.

17 **7. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
18 **JUDGMENT**

19 **7.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
20 this Consent Judgment.

21 **7.2** If ERC alleges that any Covered Product fails to qualify as a Conforming
22 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall
23 inform Golden Isles Medical in a reasonably prompt manner, including information sufficient
24 to permit Golden Isles Medical to identify the Covered Products at issue. Golden Isles Medical
25 shall, within thirty (30) days following such notice, provide ERC with testing information,
26 meeting the requirements of Sections 3.4.3 and 3.4.4, demonstrating Golden Isles Medical's
27 compliance with the Consent Judgment. The Parties shall first attempt to resolve the matter
28 prior to ERC taking any further legal action.

1 **8. APPLICATION OF CONSENT JUDGMENT**

2 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
3 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
4 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
5 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no application
6 to any Covered Product that is distributed or sold exclusively outside the State of California and
7 that is not used by California consumers.

8 **9. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

9 **9.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
10 behalf of itself and in the public interest, and Golden Isles Medical and its respective past and
11 present owners, officers, directors, shareholders, employees, agents, parent companies,
12 subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label
13 customers of Golden Isles Medical), distributors, Online Marketplace Hosts, wholesalers,
14 retailers, packagers, and all other upstream and downstream entities in the distribution chain of
15 any Covered Products, and the predecessors, successors, and assigns of any of them
16 (collectively, “Released Parties”).

17 **9.2** ERC, acting in the public interest, hereby fully releases and discharges the
18 Released Parties from any and all claims for violations of Proposition 65 up to and including
19 the Compliance Date based on exposure to lead from the Lead Covered Products, and
20 cadmium from the Cadmium Covered Product, all as set forth in the Notice of Violation and
21 Complaint. ERC, on behalf of itself only, hereby fully releases and discharges the Released
22 Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages,
23 penalties, fees, costs, and expenses asserted, or that could have been asserted from the
24 handling, use, or consumption of the Covered Products, as to any alleged violation of
25 Proposition 65 or its implementing regulations arising from (a) the failure to provide
26 Proposition 65 warnings on the Covered Products regarding lead from the Lead Covered
27 Products and/or cadmium from the Cadmium Covered Product up to and including the
28 Compliance Date that can or could have been asserted by ERC, on its own behalf or on behalf

1 of its past and current agents, representatives, attorneys, successors, and assignees. However,
2 Third-Party Sellers that do not provide a Warning within a reasonable time after being
3 instructed or notified by Golden Isles Medical to do so as outlined in Section 3.2, are not
4 released from liability for violations of Proposition 65.

5 **9.3** ERC on its own behalf only, and Golden Isles Medical on its own behalf only,
6 further waive and release any and all claims they may have against each other for all actions or
7 statements made or undertaken in the course of seeking or opposing enforcement of
8 Proposition 65 in connection with the Notice and Complaint up to and including the
9 Compliance Date, provided, however, that nothing in Section 8 shall affect or limit any Party's
10 right to seek to enforce the terms of this Consent Judgment.

11 **9.4** It is possible that other claims not known to the Parties, arising out of the facts
12 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be
13 discovered. ERC on behalf of itself only, and Golden Isles Medical on behalf of itself only,
14 acknowledge that this Consent Judgment is expressly intended to cover and include all such
15 claims up to and including the Compliance Date, including all rights of action therefor. ERC
16 and Golden Isles Medical acknowledge that the claims released in Sections 8.2 and 8.3 above
17 may include unknown claims and nevertheless waive California Civil Code section 1542 as to
18 any such unknown claims. California Civil Code section 1542 reads as follows:

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

23 ERC on behalf of itself only, and Golden Isles Medical, on behalf of itself only, acknowledge
24 and understand the significance and consequences of this specific waiver of California Civil
25 Code section 1542.

26 **9.5** Compliance with the terms of this Consent Judgment shall be deemed to
27 constitute compliance with Proposition 65 by any of the Released Parties regarding alleged
28 exposures to lead in the Lead Covered Products and cadmium in the Cadmium Covered

1 Product, as set forth in the Notice and Complaint. However, Third-Party Sellers that do not
2 provide a Warning within a reasonable time after being instructed or notified by Golden Isles
3 Medical to do so as outlined in Section 3.2, are not released from liability for violations of
4 Proposition 65

5 **9.6** Nothing in this Consent Judgment is intended to apply to any occupational or
6 environmental exposures arising under Proposition 65, nor shall it apply to any of Golden Isles
7 Medical's products other than the Covered Products.

8 **10. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

9 In the event that any of the provisions of this Consent Judgment are held by a court to be
10 unenforceable, the validity of the remaining enforceable provisions shall not be adversely
11 affected.

12 **11. GOVERNING LAW**

13 The terms and conditions of this Consent Judgment shall be governed by and construed in
14 accordance with the laws of the State of California.

15 **12. PROVISION OF NOTICE**

16 All notices required to be given to either Party to this Consent Judgment by the other shall
17 be in writing and sent to the following agents listed below via first-class mail or via electronic
18 mail where required. Courtesy copies via email may also be sent.

19 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**
20 Chris Heptinstall, Executive Director, Environmental Research Center
21 3111 Camino Del Rio North, Suite 400
22 San Diego, CA 92108
23 Ph: (619) 500-3090
24 Email: chris.heptinstall@erc501c3.org

25 With a copy to:
26 Charles W. Poss
27 Environmental Research Center, Inc.
28 3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
Telephone: (619) 500-3090
Email: charles.poss@erc501c3.org

///

1 **FOR GOLDEN ISLES MEDICAL, INC., individually and dba DR. ANNA CABECA and**
2 **dba THE GIRLFRIEND DOCTOR:**

3 Dr. Anna Cabeca
4 134 Indigo Drive
5 Brunswick GA 31525
6 Email: anna@drannacabeca.com

7 With a copy to:
8 Jennifer K. Singh
9 Amin Wasserman Gurnani, LLP
10 515 South Flower Street, 18th Floor
11 Los Angeles, CA 90071
12 Telephone: (213) 933-2562
13 Email: jsingh@awglaw.com

14 **13. COURT APPROVAL**

15 **13.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
16 Motion for Court Approval. The Parties shall use their reasonable best efforts to support entry
17 of this Consent Judgment.

18 **13.2** If the California Attorney General objects to any term in this Consent Judgment,
19 the Parties shall use their reasonable best efforts to resolve the concern in a timely manner,
20 and, if possible, prior to the hearing on the motion.

21 **13.3** If this Consent Judgment is not approved by the Court, it shall be void and have
22 no force or effect.

23 **14. EXECUTION AND COUNTERPARTS**

24 This Consent Judgment may be executed in counterparts, which taken together shall be
25 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid
26 as the original signature.

27 **15. DRAFTING**

28 The terms of this Consent Judgment have been reviewed by the respective counsel for
each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms
and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
and no provision of this Consent Judgment shall be construed against any Party, based on the fact

1 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
2 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
3 equally in the preparation and drafting of this Consent Judgment.

4 **16. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

10 **17. ENFORCEMENT**

11 ERC may, by motion or order to show cause before the Superior Court of Alameda
12 County, seek to enforce the terms and conditions contained in this Consent Judgment. In any
13 action brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
14 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.

15 **18. ENTIRE AGREEMENT, AUTHORIZATION**

16 **18.1** This Consent Judgment contains the sole and entire agreement and understanding
17 of the Parties with respect to the entire subject matter herein, including any and all prior
18 discussions, negotiations, commitments, and understandings related thereto. No prior
19 representations, oral or otherwise, express or implied, other than those contained herein have
20 been made by any Party. No prior agreements, oral or otherwise, unless specifically referred to
21 herein, shall be deemed to exist or to bind any Party.

22 **18.2** Each signatory to this Consent Judgment certifies that he or she is fully
23 authorized by the Party he or she represents to stipulate to this Consent Judgment.

24 **19. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY**
25 **OF CONSENT JUDGMENT**

26 This Consent Judgment has come before the Court upon the request of the Parties. The
27 Parties request the Court to fully review this Consent Judgment and, being fully informed
28 regarding the matters which are the subject of this action, to:

1 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
2 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
3 been diligently prosecuted, and that the public interest is served by such settlement;

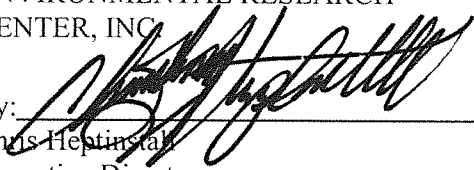
4 (2) Make the findings pursuant to California Health and Safety Code section
5 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment; and

6 (3) Retain jurisdiction, pursuant to Section 664.6 of the Code of Civil Procedure, after
7 the Consent Judgment is entered in order to enforce, modify, or terminate this Consent Judgment.

8 **IT IS SO STIPULATED:**


9
10 Dated: 6/16/, 2026

ENVIRONMENTAL RESEARCH
CENTER, INC.

11
12 By: 
13 Chris Hestinstahl
Executive Director

14 Dated: June 16, 2026

GOLDEN ISLES MEDICAL, INC.,
individually and dba DR. ANNA CABECA
and dba THE GIRLFRIEND DOCTOR


15
16
17 
18 By: Dr. Anna Cabeca
19 Its: Founder

20 ///
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1 **APPROVED AS TO FORM:**


2
3 Dated: June 17, 2026

ENVIRONMENTAL RESEARCH CENTER,
INC.

4
5 
6 By: _____
Charles W. Poss
7 In-House Counsel

8 Dated: June 17, 2026

AMIN WASSERMAN GURNANI, LLP

9
10 
11 By: _____
12 Jennifer K. Singh
13 Attorney for Defendant Golden Isles Medical,
14 Inc., individually and dba Dr. Anna Cabece and
15 dba The Girlfriend Doctor
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ORDER AND JUDGMENT

Based upon the Parties’ Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2026

Judge of the Superior Court

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EXHIBIT A



Environmental Research Center

3111 Camino Del Rio North, Suite 400
San Diego, CA 92108
619-500-3090

September 11, 2025

NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.* (PROPOSITION 65)

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I am the In-House Counsel for Environmental Research Center, Inc. (“ERC”). ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter the “Violator”) is:

Golden Isles Medical, Inc., individually and dba Dr. Anna Cabeca and dba The Girlfriend Doctor

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

- 1. The Girlfriend Doctor Dr. Anna Cabeca Mighty Maca Plus Superfood Drink Mix - Lead**

2. **The Girlfriend Doctor Dr. Anna Cabeca Keto-Alkaline Protein Shake Fortifying Vanilla Protein Shake - Lead**
3. **The Girlfriend Doctor Dr. Anna Cabeca Keto-Green Plant-Based Protein Shake All-In-One Revitalizing Meal Replacement Chocolate – Lead, Cadmium**
4. **The Girlfriend Doctor Dr. Anna Cabeca Mighty Maca Plus 30 Superfoods Energy Vitality Stamina Drink Mix – Lead**
5. **The Girlfriend Doctor Dr. Anna Cabeca Keto-Green Plant Based Protein Shake with MCT Oil All-In-One Revitalizing Meal Replacement Chocolate - Perfluorooctanoic Acid (PFOA)**

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

Cadmium was officially listed as a chemical known to cause developmental toxicity and male reproductive toxicity on May 1, 1997, while cadmium and cadmium compounds were listed as chemicals known to the State of California to cause cancer on October 1, 1987.

On November 10, 2017, the State of California officially listed Perfluorooctanoic Acid (PFOA) as a chemical known to cause developmental toxicity. On February 25, 2022, the State of California officially listed Perfluorooctanoic Acid (PFOA) as a chemical known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the recommended use of these products. Consequently, the route of exposure to these chemicals has been and continues to be through ingestion.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least September 11, 2022, as well as every day since the products were introduced into the California marketplace and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons ingesting these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with

September 11, 2025

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Proposition 65 to all persons located in California who purchased the above products in the last three years. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as expensive and time-consuming litigation.

Please direct all questions concerning this notice to my attention, or Chris Heptinstall, Executive Director of ERC, at the above listed address and telephone number.

Sincerely,



Charles Poss
In-House Counsel
Environmental Research Center

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Golden Isles Medical, Inc., individually and dba Dr. Anna Cabeca and dba The Girlfriend Doctor and its Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7 (d)

Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by Golden Isles Medical, Inc., individually and dba Dr. Anna Cabeca and dba The Girlfriend Doctor

I, Charles Poss, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

2. I am the attorney for the noticing party, Environmental Research Center.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemicals that are the subject of the action.

4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violators will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: September 11, 2025



Charles Poss

CERTIFICATE OF SERVICE PURSUANT TO 27 CCR § 25903

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States and over the age of 18 years of age. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On September 11, 2025, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; “THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY”** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Dr. Anna M. Cabeca, Chief Executive Officer
or Current President or CEO
Golden Isles Medical, Inc., individually and
dba Dr. Anna Cabeca and dba The Girlfriend Doctor
134 Indigo Drive
Brunswick, GA 31525

Amanda Bivens
(Registered Agent for Golden Isles
Medical, Inc., individually and dba
Dr. Anna Cabeca and dba The Girlfriend
Doctor)
134 Indigo Drive
Brunswick, GA 31525

On September 11, 2025, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** were served on the following party when a true and correct copy thereof was uploaded on the California Attorney General’s website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On September 11, 2025, between 8:00 a.m. and 5:00 p.m. Eastern Time, verified the following documents **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to each of the parties listed below:

Royl Roberts, Interim District Attorney
Alameda County
7677 Oakport Street, Suite 650
Oakland, CA 94621
CEPDProp65@acgov.org

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Barbara Yook, District Attorney
Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249
Prop65Env@co.calaveras.ca.us

James Clinchard, Assistant District Attorney
El Dorado County
778 Pacific Street
Placerville, CA 95667
EDCDAPROP65@edcda.us

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 11, 2025

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Lisa A. Smittcamp, District Attorney
Fresno County
2100 Tulare Street
Fresno, CA 93721
consumerprotection@fresnocountyca.gov

Thomas L. Hardy, District Attorney
Inyo County
168 North Edwards Street
Independence, CA 93526
inyoda@inyocounty.us

Devin Chandler, Program Coordinator
Lassen County
2950 Riverside Dr
Susanville, CA 96130
dchandler@co.lassen.ca.us

Lori E. Frugoli, District Attorney
Marin County
3501 Civic Center Drive, Suite 145
San Rafael, CA 94903
consumer@marincounty.org

Walter W. Wall, District Attorney
Mariposa County
P.O. Box 730
Mariposa, CA 95338
mcda@mariposacounty.org

Kimberly Lewis, District Attorney
Merced County
550 West Main St
Merced, CA 95340
Prop65@countyofmerced.com

Jeannine M. Pacioni, District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney
Napa County
1127 First Street, Ste C
Napa, CA 94559
CEPD@countyofnapa.org

Clifford H. Newell, District Attorney
Nevada County
201 Commercial St
Nevada City, CA 95959
DA.Prop65@co.nevada.ca.us

Todd Spitzer, District Attorney
Orange County
300 N Flower St
Santa Ana, CA 92703
Prop65notice@ocdapa.org

Morgan Briggs Gire, District Attorney
Placer County
10810 Justice Center Drive
Roseville, CA 95678
Prop65@placer.ca.gov

David Hollister, District Attorney
Plumas County
520 Main St
Quincy, CA 95971
davidhollister@countyofplumas.com

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Summer Stephan, District Attorney
San Diego County
330 West Broadway
San Diego, CA 92101
SanDiegoDAProp65@sdca.org

Mark Ankcorn, Deputy City Attorney
San Diego City Attorney
1200 Third Avenue
San Diego, CA 92101
CityAttyProp65@sandiego.gov

Alexandra Grayner, Assistant District Attorney
San Francisco District Attorney's Office
350 Rhode Island Street
San Francisco, CA 94103
Alexandra.grayner@sfgov.org

Henry Lifton, Deputy City Attorney
San Francisco City Attorney
1390 Market Street, 7th Floor
San Francisco, CA 94102
Prop65@sfcityatty.org

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

September 11, 2025

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Tori Verber Salazar, District Attorney
San Joaquin County
222 E. Weber Avenue, Room 202
Stockton, CA 95202
DAConsumer.Environmental@sjcda.org

Jeffrey S. Rosell, District Attorney
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060
Prop65DA@santacruzcounty.us

Eric J. Dobroth, Deputy District Attorney
San Luis Obispo County
County Government Center Annex, 4th Floor
San Luis Obispo, CA 93408
edobroth@co.slo.ca.us

Carla Rodriguez, District Attorney
Sonoma County
600 Administration Dr, Rm 212
Santa Rosa CA 95403
ECLD@sonoma-county.org

Christopher Dalbey, Deputy District Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101
DAProp65@co.santa-barbara.ca.us

Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

Bud Porter, Supervising Deputy District Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Nora V. Frimann, City Attorney
Santa Clara City Attorney
200 E. Santa Clara Street, 16th Floor
San Jose, CA 96113
Proposition65notices@sanjoseca.gov

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

On September 11, 2025, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by First Class Mail.

Executed on September 11, 2025, in Fort Oglethorpe, Georgia.


Debra Wright

Service List

District Attorney, Alpine
County
P.O. Box 248
17300 Hwy 89
Markleeville, CA 96120

District Attorney, Amador
County
708 Court Street, Suite 202
Jackson, CA 95642

District Attorney, Butte
County
25 County Center Drive, Suite
245
Oroville, CA 95965

District Attorney, Colusa
County
310 6th St
Colusa, CA 95932

District Attorney, Del Norte
County
450 H Street, Room 171
Crescent City, CA 95531

District Attorney, Glenn
County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt
County
825 5th Street 4th Floor
Eureka, CA 95501

District Attorney, Imperial
County
940 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings
County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Los Angeles
County
Hall of Justice
211 West Temple St., Ste 1200
Los Angeles, CA 90012

District Attorney, Madera
County
300 South G Street, Ste 300
Madera, CA 93637

District Attorney, Mendocino
County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Modoc
County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono
County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, San Benito
County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San
Bernardino County
303 West Third Street
San Bernadino, CA 92415

District Attorney, San Mateo
County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Shasta
County
1355 West Street
Redding, CA 96001

District Attorney, Sierra
County
Post Office Box 457
100 Courthouse Square, 2nd
Floor
Downieville, CA 95936

District Attorney, Siskiyou
County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano
County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Stanislaus
County
832 12th Street, Ste 300
Modesto, CA 95354

District Attorney, Sutter
County
463 2nd Street
Yuba City, CA 95991

District Attorney, Tehama
County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity
County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tuolumne
County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Yuba
County
215 Fifth Street, Suite 152
Marysville, CA 95901

Los Angeles City Attorney's
Office
City Hall East
200 N. Main Street, Suite 800
Los Angeles, CA 90012

APPENDIX A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

The text of Proposition 65 (Health and Safety Code Sections 25249.5 through 25249.13) is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.¹ These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Proposition 65 List." Under Proposition 65, the lead agency (OEHHA) publishes a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. Chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as damage to

¹ All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.

female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at: http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html.

Only those chemicals that are on the list are regulated under Proposition 65. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before “knowingly and intentionally” exposing that person to a listed chemical unless an exemption applies. The warning given must be “clear and reasonable.” This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed to that chemical. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

Grace Period. Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

Governmental agencies and public water utilities. All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

Exposures that pose no significant risk of cancer. For chemicals that are listed under Proposition 65 as known to the State to cause cancer, a warning is not required if the business causing the exposure can demonstrate that the exposure occurs at a level that poses “no significant risk.” This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific “No Significant Risk Levels” (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business causing the exposure can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the “no observable effect level” divided by 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures to Naturally Occurring Chemicals in Food. Certain exposures to chemicals that naturally occur in foods (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant² it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

Discharges that do not result in a “significant amount” of the listed chemical entering any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a “significant amount” of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A “significant amount” means any detectable amount, except an amount that would meet the “no significant risk” level for chemicals that cause cancer or that is 1,000 times below the “no observable effect” level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

² See Section 25501(a)(4).

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys. Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. The notice must comply with the information and procedural requirements specified in Section 25903 of Title 27 and sections 3100-3103 of Title 11. A private party may not pursue an independent enforcement action under Proposition 65 if one of the governmental officials noted above initiates an enforcement action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court to stop committing the violation.

A private party may not file an enforcement action based on certain exposures if the alleged violator meets specific conditions. For the following types of exposures, the Act provides an opportunity for the business to correct the alleged violation:

- An exposure to alcoholic beverages that are consumed on the alleged violator's premises to the extent onsite consumption is permitted by law;
- An exposure to a Proposition 65 listed chemical in a food or beverage prepared and sold on the alleged violator's premises that is primarily intended for immediate consumption on- or off-premises. This only applies if the chemical was not intentionally added to the food, and was formed by cooking or similar preparation of food or beverage components necessary to render the food or beverage palatable or to avoid microbiological contamination;
- An exposure to environmental tobacco smoke caused by entry of persons (other than employees) on premises owned or operated by the alleged violator where smoking is permitted at any location on the premises;
- An exposure to listed chemicals in engine exhaust, to the extent the exposure occurs inside a facility owned or operated by the alleged violator and primarily intended for parking non-commercial vehicles.

If a private party alleges that a violation occurred based on one of the exposures described above, the private party must first provide the alleged violator a notice of special compliance procedure and proof of compliance form.

A copy of the notice of special compliance procedure and proof of compliance form is included in Appendix B and can be downloaded from OEHHA's website at:
<http://oehha.ca.gov/prop65/law/p65law72003.html>.

FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at P65Public.Comments@oehha.ca.gov.

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NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.7, 25249.9, 25249.10 and 25249.11, Health and Safety Code.