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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 PRECILA BALABBO,
12 Plaintiff,
13 vs.
14 FASTFORWARD L.L.C.,
15 Defendant.

Case No.: CGC-26-632694
CONSENT JUDGMENT
Judge: Joseph M. Quinn
Dept.: 302
Hearing Date: April 3, 2026
Hearing Time: 9:00 AM
Complaint Filed: January 7, 2026

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1 **1. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Precila Balabbo
3 acting on behalf of the public interest (hereinafter “Balabbo”) and FastForward L.L.C.
4 (“FastForward” or “Defendant”) with Balabbo and Defendant collectively referred to as the
5 “Parties” and each of them as a “Party.” Balabbo is an individual residing in California that seeks
6 to promote awareness of exposures to toxic chemicals and improve human health by reducing or
7 eliminating hazardous substances contained in consumer products. FastForward is alleged to be a
8 person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code
9 §§ 25249.6 et seq.

10 **1.2 Allegations and Representations.** Balabbo alleges that Defendant has exposed
11 individuals to di(2-ethylhexyl) phthalate (DEHP) from its sales of Disney and other similar licensed
12 totes and other bags including, but not limited to, Moana 2 bags without providing a clear and
13 reasonable exposure warning pursuant to Proposition 65. DEHP is listed pursuant to Proposition
14 65 as a chemical known to the State of California to cause cancer and birth defects or other
15 reproductive harm.

16 **1.3 Notices of Violation/Action.**

17 **1.3.1** On September 26, 2025, Balabbo served The TJX Companies, Inc., TJ Maxx
18 of CA, LLC (collectively, “TJX”), FastForward, and various public enforcement agencies with
19 documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d)
20 (the “September Notice”), alleging that Defendant violated Proposition 65 for failing to warn
21 consumers and customers that use of Disney and other similar licensed totes and other bags
22 including but not limited to, Moana 2 bags, UPC # 840716286325 expose users in California to
23 DEHP. No public enforcer has brought and is diligently prosecuting the claims alleged in the
24 September Notice.

25 **1.3.2** On January 7, 2026, Balabbo served TJX, FastForward, and various public
26 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
27 Safety Code §25249.7(d) (the “January Notice”), alleging that Defendant violated Proposition 65
28

1 for failing to warn consumers and customers that use of Disney and other similar licensed totes and
2 other bags expose users in California to DEHP. No public enforcer has brought and is diligently
3 prosecuting the claims alleged in the January Notice¹.

4 1.3.3 On January 7, 2026, Balabbo filed a complaint (the “Complaint” or
5 “Action”).

6 1.3.4 The Parties stipulate herein that the Complaint is amended to incorporate
7 any and all claims against FastForward that relate to the January Notice. Accordingly, this Consent
8 Judgment fully resolves the entirety of the claims asserted in the Notices and/or the Action.

9 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
10 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
11 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
12 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
13 of all claims which were or could have been raised in the Action based on the facts alleged therein
14 and in the Notices.

15 1.5 Defendant denies the material allegations contained in Balabbo’s Notices and
16 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
17 shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of
18 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
19 by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being
20 specifically denied by Defendant. However, this section shall not diminish or otherwise affect the
21 obligations, responsibilities, and duties of Defendant under this Consent Judgment.

22 **2. DEFINITIONS**

23 2.1 **Covered Products.** The term “Covered Products” means Disney and other similar
24 licensed totes and other bags including but not limited to, Moana 2 bags that are manufactured,
25 distributed, shipped into California and offered for sale in California by FastForward that expose
26 users to DEHP.

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28 ¹ The September Notice and January Notice are collectively referred to herein as, the “Notices.”

1 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
2 entered as a Judgment of the Court.

3 **3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS**

4 3.1 **Reformulation of Covered Products.** Commencing within ninety (90) days after
5 the Effective Date, and continuing thereafter, Covered Products that FastForward directly
6 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)
7 Reformulated Products pursuant to § 3.2, below; or (b) be labeled with a clear and reasonable
8 exposure warning pursuant to §§ 3.3 and 3.4, below. For purposes of this Consent Judgment, a
9 “Reformulated Product” is a Covered Product that is in compliance with the standard set forth in §
10 3.2 below. The warning requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated
11 Product.

12 3.2 **Reformulation Standard.** “Reformulated Products” shall mean Covered Products
13 that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DEHP
14 when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A
15 and 8270C or other methodology utilized by federal or state government agencies for the purpose
16 of determining the phthalate content in a solid substance.

17 3.3 **Clear and Reasonable Warning.** Commencing within 90 days after the Effective
18 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
19 and 3.4 must be provided for all Covered Products that Defendant manufacturers, imports,
20 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be
21 no obligation for Defendant to provide a warning for Covered Products that enter the stream of
22 commerce within 90 days after the Effective Date. The warning shall consist of either the **Warning**
23 or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

24 (a) **Warning.** The “Warning” shall consist of the statement:

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

1 (b) **Alternative Warning:** FastForward may, but is not required to, use the alternative
2 short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

3  **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

4 3.4 A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word
5 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
6 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
7 triangle with a black outline, except that if the sign or label for the Covered Product does not use
8 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
9 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
10 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or
11 electronic device or automatic process only if such electronic device or automatic process provides
12 the **Warning** or **Alternative Warning** without the purchaser having to seek it out, providing that
13 the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with
14 other words, statements, or designs as to render it likely to be read and understood by an ordinary
15 individual under customary conditions of purchase or use. A **Warning** or **Alternative Warning**
16 provided via an electronic device or automatic process does not apply to internet purchases, which
17 are subject to the provisions of Section 25602(b). The **Warning** or **Alternative Warning** may be
18 contained in the same section of the packaging, labeling, or instruction booklet that states other
19 safety warnings, if any, concerning the use of the Covered Product and shall be at least the same
20 size as those other safety warnings. If “consumer information,” as that term is defined in Title 27,
21 California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
22 provided in a foreign language, FastForward shall provide the **Warning** or **Alternative Warning**
23 in the foreign language in accordance with applicable warning regulations adopted by the State of
24 California’s Office of Environmental Health Hazard Assessment (“**OEHHA**”). An **Alternative**
25 **Warning** on a Covered Product manufactured and labeled after January 1, 2028 shall be provided
26 in accordance with Title 27, California Code of Regulations, § 25603(b).

1 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product's
2 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
3 FastForward offers Products for sale to consumers in California. The requirements of this Section
4 shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the
5 word "**WARNING**," appears on the product display page, or by otherwise prominently displaying
6 the warning to the purchaser prior to completing the purchase. To comply with this Section,
7 FastForward shall (a) post the **Warning** or **Alternative Warning** on its own website and, if it has
8 the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the
9 ability to post the **Warning** or **Alternative Warning** on the websites of its third-party internet
10 sellers, provide such sellers with written notice in accordance with Title 27, California Code of
11 Regulations, § 25600.2. Third-party internet sellers of the Covered Product that have been provided
12 with written notice in accordance with Title 27, California Code of Regulations, § 25600.2 are not
13 released in Section 5 of this Agreement if they fail to meet the warning requirements herein.

14 3.5 **Compliance with Warning Regulations.** Defendant shall be deemed to be in
15 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
16 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered
17 Product and exposures at issue.

18 **4. MONETARY TERMS**

19 4.1 **Civil Penalty.** FastForward shall pay \$2,000.00 as a Civil Penalty pursuant to
20 Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health
21 & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of
22 the Civil Penalty remitted to Balabbo, as provided by California Health & Safety Code
23 § 25249.12(d).

24 4.1.1 Within ten (10) days of the Effective Date, FastForward shall issue two
25 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and
26 to (b) "Precila Balabbo" in the amount of \$500.00. Payment owed to Balabbo pursuant to this
27 Section shall be delivered to the following payment address:

28 Evan J. Smith, Esquire

1 Brodsky Smith
2 Two Bala Plaza, Suite 805
3 Bala Cynwyd, PA 19004

4 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
5 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

6 For United States Postal Service Delivery:

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

12 For Non-United States Postal Service Delivery:

13 Mike Gyurics
14 Fiscal Operations Branch Chief
15 Office of Environmental Health Hazard Assessment
16 1001 I Street
17 Sacramento, CA 95814

18 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth
19 above as proof of payment to OEHHA.

20 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, FastForward shall pay
21 \$27,000.00 to Brodsky Smith as complete reimbursement for Balabbo's attorneys' fees and costs
22 incurred as a result of investigating, bringing this matter to the attention of FastForward, litigating
23 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
24 Code of Civil Procedure § 1021.5.

25 **5. RELEASE OF ALL CLAIMS**

26 5.1 This Consent Judgment is a full, final, and binding resolution between Balabbo
27 acting on her own behalf, and on behalf of the public interest, and FastForward, and its parents,
28 shareholders, members, directors, officers, managers, employees, representatives, agents,
attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not
limited to TJX, Marshalls of MA, Inc., Marshalls of CA, LLC, TJ Maxx of CA, LLC, Disney

1 Enterprises, Inc., their parents, subsidiaries, and affiliates, franchisees, and cooperative members
2 (“Downstream Releasees”), of all claims for violations of Proposition 65 based on exposure to
3 DEHP from use of the Covered Products manufactured, distributed, or sold by FastForward within
4 90 days after the Effective Date as set forth in the Notice. It is the Parties’ intention that this Consent
5 Judgment shall have preclusive effect such that no other actions by private enforcers, whether
6 purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and
7 take any action with respect to any violation of Proposition 65 based on exposure to DEHP from
8 use of the Covered Products that was alleged in the Complaint, or that could have been brought
9 pursuant to the Notice against FastForward and the Downstream Releasees (“Proposition 65
10 Claims”). FastForward’s compliance with the terms of this Consent Judgment constitutes
11 compliance with Proposition 65 by FastForward with regard to exposure to DEHP from use of the
12 Covered Products.

13 5.2 In addition to the foregoing, Balabbo, on behalf of herself, her past and current
14 agents, representatives, attorneys, and successors and assignees, and *not* in her representative
15 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
16 legal action and releases FastForward, Defendant Releasees, and Downstream Releasees from any
17 and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts,
18 contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
19 attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
20 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
21 from Covered Products manufactured, distributed, or sold by FastForward, Defendant Releasees or
22 Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph,
23 Balabbo hereby specifically waives any and all rights and benefits which she now has, or in the
24 future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which
25 provides as follows:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 5.3 FastForward waives any and all claims against Balabbo, her attorneys and other
4 representatives, for any and all actions taken, or statements made (or those that could have been
5 taken or made) by Balabbo and her attorneys and other representatives, whether in the course of
6 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
7 and with respect to Covered Products.

8 **6. INTEGRATION**

9 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
10 any and all prior negotiations and understandings related hereto shall be deemed to have been
11 merged within it. No representations or terms of agreement other than those contained herein exist
12 or have been made by any Party with respect to the other Party or the subject matter hereof.

13 **7. NOTICES**

14 7.1 Unless specified herein, all correspondence and notices required to be provided
15 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
16 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
17 by the other party at the following addresses:

18 For Defendant:

19 Jeffrey Dweck
20 The Law Firm of Jeffrey S. Dweck, P.C.
21 43 W. 33rd St., Ste. 304
22 New York, NY 10001

23 For Balabbo:

24 Evan Smith
25 Brodsky Smith
26 9465 Wilshire Blvd., Ste. 300
27 Beverly Hills, CA 90212

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

8. COUNTERPARTS; FACSIMILE SIGNATURES

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

1 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**

2 **APPROVAL**

3 9.1 Balabbo agrees to comply with the requirements set forth in California Health &
4 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
5 Defendant agrees it shall support approval of such Motion.

6 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
7 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
8 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
9 days, the case shall proceed on its normal course.

10 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
11 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
12 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
13 its normal course on the trial court's calendar.

14 **10. MODIFICATION**

15 10.1 This Consent Judgment may be modified only by further stipulation of the Parties
16 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

17 **11. ATTORNEY'S FEES**

18 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
19 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

20 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
21 pursuant to law.

22 **12. RETENTION OF JURISDICTION**

23 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

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13. AUTHORIZATION

13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

AGREED TO:

Date: _____

Date: 2/9/26

By: _____
PRECILA BALABBO

By: Eva Kelly
FASTFORWARD L.L.C.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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13. AUTHORIZATION

13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

AGREED TO:

Date: 2 / 13 / 26

Date: _____

By: *Precila Balabbo*
PRECILA BALABBO

By: _____
FASTFORWARD L.L.C.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court