

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VINEET DUBEY, STATE BAR NO. 243208
CUSTODIO & DUBEY LLP
445 S. Figueroa St., Suite 2520
Los Angeles, CA 90071
Telephone: (213) 593-9095
Facsimile: (213) 785-2899

Attorneys for Plaintiff Ecological Alliance, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

(Unlimited Jurisdiction)

ECOLOGICAL ALLIANCE, LLC, a California
limited liability company,

Plaintiff,

v.

FOURSTAR GROUP, a wholly owned
subsidiary of Janera Co., Ltd.; and DOES 1
through 10 inclusive.

Defendant.

Case No.: 26STCV00950

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

1
2 Plaintiff Ecological Alliance, LLC (“Plaintiff”), and Fourstar Group, a wholly owned
3 subsidiary of Janera Co., Ltd. (“Defendant”) hereby enter into this Stipulated Consent Judgment
4 (“Consent Judgment”) as follows:

5 WHEREAS: On or about October 10, 2025, Plaintiff, through Plaintiff’s counsel, served a
6 60 Day Notice (the “Notice”) on Defendant, the California Attorney General, the District
7 Attorneys of every County in the State of California, and the City Attorneys for every City in the
8 State of California with a population greater than 750,000 (collectively, “Public Prosecutor(s)”)
9 alleging that Defendant violated California’s Safe Drinking Water and Toxic Enforcement Act of
10 1986, California Health and Safety Code § 25249.6, *et seq.*, and its implementing regulations
11 (collectively, “Proposition 65”) and that Plaintiff intended to file an enforcement action in the
12 public interest; and

13 WHEREAS: Plaintiff alleges that Defendant manufactured and/or distributed pedicure
14 sets with cases containing Di(2-ethylhexyl)phthalate [“DEHP”], (collectively the “Covered
15 Products”) that were sold or distributed for sale in California and further alleges that those
16 Covered Products expose consumers in the State of California to DEHP, which is listed by the
17 State of California pursuant to California Health and Safety Code § 25249.8; and

18 WHEREAS: Plaintiff further alleges that persons in the State of California were exposed
19 to DEHP in Covered Products without being provided the Proposition 65 warning set out at
20 California Health and Safety Code § 25249.6 and its implementing regulations (“Proposition 65
21 Warning”);

22 WHEREAS: Defendant denies each and every allegation of the Notice, and denies that it
23 has violated Proposition 65 and expressly denies that it has engaged in any wrongdoing
24 whatsoever,

25 WHEREAS: Plaintiff seeks to provide the public with Proposition 65 warnings and
26 believes that this objective is achieved by the actions described in this Consent Judgment; and

27 WHEREAS: Plaintiff and Defendant wish to resolve their differences without the delay
28 and expense of litigation.

1
2 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN
3 PLAINTIFF ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

4 **INTRODUCTION**

- 5 1.1. On October 10, 2025, Plaintiff served the Notice upon Defendant and on Public
6 Prosecutors. No Public Prosecutors commenced an enforcement action. No Public
7 Prosecutor having commenced an enforcement action, Plaintiff proceeded to file its
8 Complaint against Defendant in the present action.
- 9 1.2. Plaintiff alleges that Defendant employs ten (10) or more persons.
- 10 1.3. For purposes of this Consent Judgment only, Plaintiff and Defendant (the
11 “Parties”) stipulate that: 1) this Court has jurisdiction over the allegations of violation
12 contained in the Complaint, and personal jurisdiction over Defendant as to the acts
13 alleged in the Complaint; 2) venue is proper in the County of Los Angeles; and 3) this
14 Court has jurisdiction to enter this Consent Judgment as a full, final, and binding
15 resolution of all claims which were or could have been raised in the Complaint based on
16 the facts alleged therein with respect to the Covered Products, and of all claims which
17 were or could have been raised by any person or entity based in whole or in part, directly
18 or indirectly, on the facts alleged in the Notice, in the present action, or arising therefrom
19 or related thereto, with respect to Covered Products, including any Proposition 65 claim
20 arising out of an exposure to Covered Products (collectively, “Proposition 65 Claims”).
- 21 1.4. The Parties enter into this Consent Judgment as a full, final, and binding settlement
22 of the Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation
23 and of resolving the issues raised therein both as to past and future conduct. By
24 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do
25 not admit any fact, conclusion of law, or violation of law, nor shall Defendant’s
26 compliance with the Consent Judgment constitute or be construed as an admission by
27 Defendant of any fact, conclusion of law, or violation of law. Defendant denies the
28

1
2 material, factual, and legal allegations in the Notice and the Complaint and expressly
3 denies any wrongdoing whatsoever.

4 **2. DEFINITIONS**

5 2.1. "Effective Date" shall mean, with respect to this Consent Judgment, the date the
6 Consent Judgment has been approved and entered by the Court.


7 **3. INJUNCTIVE RELIEF**

8 3.1. Commencing within ninety (90) days of the Effective Date, and continuing thereafter,
9 Defendant shall manufacture, import, or otherwise source for authorized sale in
10 California only Reformulated Products, as defined pursuant to Section 3.2 below, unless
11 such Products are labeled with a clear and reasonable Proposition 65 warning pursuant to
12 Section 3.3 below, provided that Current Products (those in the stream of commerce
13 within 90 days of the Effective Date), shall be deemed exempted from the requirements
14 of this Section 2 and shall be permitted to be sold through as previously manufactured,
15 packaged and labeled.

16 3.2. "Reformulated Products" are defined as those Products containing DEHP in
17 concentrations less than 0.1 percent (1,000 parts per million) when analyzed pursuant to
18 U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or any
19 other methodology utilized by federal or state agencies for the purpose of determining the
20 DEHP content in a solid substance.


21 3.3. Warning Language


22 Where required to meet the criteria set forth in Section 3.2, Defendant shall
23 provide one of the following warning statements on or within the unit packaging of the
24 Covered Products, or affixed to the Covered Products, displayed in a reasonably
25 conspicuous manner:

- 26 (1)  **WARNING:** This product can expose you to chemicals
27 including Di(2-ethylhexyl)phthalate [DEHP], which are known to
28 the State of California to cause cancer and birth defects or other

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

reproductive harm. For more information go to www.P65Warnings.ca.gov.

(2)  **WARNING:** Risk of Cancer and Reproductive Harm from exposure to Di(2-ethylhexyl)phthalate [DEHP], See www.P65warnings.ca.gov.

(3)  **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov. (for Products manufactured/labeled prior to January 1, 2028).

Where the sign, label or shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and white. The symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of the word “WARNING”.

In addition, for Covered Product, if any, sold directly to California consumers by Defendant via its website, the Warning shall appear (1) on the product display page, or (2) via a clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning, or (3) via an otherwise prominently displayed Warning provided to the purchaser prior to completing the purchase (e.g., via a pop-up warning when a California delivery address is indicated), as long as the purchaser need not search for it in the general content of the website. The online warning requirements expressed in this Section apply only to Covered Products, if any, offered for sale directly to California consumers through Defendant’s own website or through the websites of third-party sellers for which Defendant is able to directly apply the Warnings as set forth herein. If Defendant does not control the application of the Warnings on third-party seller websites where the Covered

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Product is offered for sale to California consumers, Defendant will instruct such third-party website sellers to provide Warnings as a condition of selling the Covered Product. If the consumer information, as defined in California Code of Regulations, Title 27, Section 25600.1(c), on the product is in a foreign language, the required Warning Label will also be included in that same foreign language.

4. MONETARY RELIEF

4.1. Within ten (10) days of the Effective Date, Defendant shall pay the total sum of \$25,000 which includes \$6,000 in civil penalties and \$19,000 in payment of Plaintiff's costs and reasonable attorney's fees. The \$6,000 civil penalty shall be apportioned pursuant to Health and Safety Code section 25249.12 (d), with 75%, or \$4,500, paid to the State of California's Office of Environmental Health Hazard Assessment and 25%, or \$1,500, payable to Plaintiff.

4.2. The payments specified in Section 4.1. shall be made by wire transfer to Plaintiff's counsel Custodio & Dubey LLP as set forth below. Plaintiffs' counsel will remit the portions due to the State of California Office of Environmental Health Hazard Assessment and to Plaintiff.

Bank: Bank of America, N.A.
Routing Transit No.: 026009593
Account No.: 325149324377
Beneficiary: Custodio & Dubey LLP

5. CLAIMS COVERED AND RELEASED

5.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself, and acting on behalf of the public interest, and Defendant, and all of Defendant's officers, directors, members, shareholders, employees, representatives, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, and the predecessors, successors, and assigns of any of them (collectively the "Defendant Releasees"), as well as all other upstream and downstream entities in the distribution

1
2 chain for the Covered Products, including but not limited to manufacturers, retailers,
3 suppliers, distributors, marketplace hosts, wholesalers, customers, private label
4 customers, franchisees, licensees, licensors, and cooperative members, including but not
5 limited to Family Dollar, Inc. and Midwood Brands, LLC and all of their officers,
6 directors, members, shareholders, employees, representatives, attorneys, agents, parent
7 companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns
8 (collectively, the “Released Parties”), for any alleged violation of Proposition 65, and its
9 implementing regulations, for failure to provide Proposition 65 warnings for the Covered
10 Products with respect to DEHP, and fully resolves all claims that have been brought, or
11 which could have been brought in this action up to and including ninety (90) days after
12 the Effective Date. Plaintiff on behalf of itself, and in the public interest, hereby
13 discharges the Defendant Releasees and Released Parties from any and all claims,
14 actions, causes of action, suits, demands, liabilities, damages, civil penalties, obligations,
15 debts, losses, fees, costs and expenses asserted with respect to any alleged violation of
16 Proposition 65 arising from the failure to provide Proposition 65 warnings about
17 exposures to DEHP for any or all of the Covered Products sold through ninety (90) days
18 after the Effective Date of the Consent Judgment. Compliance with the terms of this
19 Consent Judgment constitutes compliance with Proposition 65 by Defendant with respect
20 to any alleged failure to warn about DEHP in Covered Products sold or distributed by
21 Defendant after the Effective Date.

22 5.2. Plaintiff, acting in its individual capacity only, and in consideration of the
23 promises and monetary payments contained herein, hereby releases Defendant Releasees
24 and Released Parties from any alleged claim, cause of action, action, suit, demand,
25 liabilities, damages, civil penalties, obligations, debts, losses, fees, costs and expenses for
26 alleged failure to provide Proposition 65 warnings for the Covered Products that
27 Defendant has sold or caused to be sold in California up to and including ninety (90) days
28 after the Effective Date.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5.3. It is possible that other claims not known to the Parties arising out of the facts contained in the Notice, or alleged in the Complaint, relating to the Covered Products, will hereafter be discovered or developed. Plaintiff, on behalf of itself only, on the one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment is expressly intended to cover and include all such claims through and including ninety (90) days after the Effective Date, including all rights of action thereon. Plaintiff and Defendant acknowledge that the claims released in Sections 5.1 and 5.2 may include unknown claims, and nevertheless intend to release such claims, and in doing so waive California Civil Code § 1542 which reads as follows:

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

5.4. Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, the Covered Products, including but not limited to any exposure to, or failure to warn with respect to exposure to, chemicals in or from the Covered Products, Plaintiff will not be able to make any claim for those damages against any of the Defendant Releasees or the Released Parties.

5.5. Compliance by Defendant with the terms of this Consent Judgment shall constitute compliance with Proposition 65 with respect to exposure to DEHP in the Covered Products as set forth in the Notice and/or the Complaint. If, after the Effective Date, the California Office of Environmental Health Hazard Assessment promulgates regulations

1
2 affecting the warning provisions set forth in Section 3 herein, Defendant may comply
3 with those regulations without being deemed in breach of this Consent Judgment.

4 **6. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(F)**

5 6.1. Plaintiff and its attorneys agree to comply with the reporting form requirements
6 referenced in California Health and Safety Code § 25249.7(f).

7 **7. PROVISION OF NOTICE**

8 7.1. When any Party is entitled to receive any notice or writing under this Consent
9 Judgment, the notice or writing shall be sent by first class certified mail with return
10 receipt requested, and by electronic mail, as follows:

11 To Defendant:

12 Ann Grimaldi, Esq.
13 Grimaldi Law Offices
14 1160 Battery St. East, Suite 100
15 San Francisco, CA 94111
Ann.grimaldi@grimaldilawoffices.com

16 To Plaintiff:

17 Vineet Dubey, Esq.
18 Custodio & Dubey LLP
19 445 S. Figueroa St., Ste 2520
20 Los Angeles, CA 90071
dubey@cd-lawyers.com

21 7.2. Any party may modify the person and address to whom the notice is to be sent by
22 sending the other Party notice that is transmitted in the manner set forth in section 7.1.

23 **8. COURT APPROVAL**

24 8.1. Upon execution of his Consent Judgment by all Parties, Plaintiff shall prepare and
25 file, at its sole cost and expense, a Motion for Approval of this Consent Judgment that
26 Defendant shall not oppose. This Consent Judgment shall not become effective until
27 approved and entered by the Court. If this Consent Judgment is not entered by the Court,
28 it shall be of no force or effect, and shall not be introduced into evidence or otherwise
used in any proceeding for any purpose.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9. GOVERNING LAW AND CONSTRUCTION

9.1. The terms of this Consent Judgment shall be governed by the laws of the State of California, and shall apply only to Covered Products sold in California.

10. ENTIRE AGREEMENT

10.1. This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein.

10.2. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto.

10.3. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

10.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby, and approved and ordered by the Court.

10.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

11. RETENTION OF JURISDICTION

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. NO EFFECT ON OTHER SETTLEMENTS

12.1. Nothing in this Consent Judgment shall preclude Plaintiff from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

13. EXECUTION IN COUNTERPARTS

13.1. This Consent Judgment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute the same document. Execution of the Consent Judgment by e-mail, facsimile, or other electronic means, shall constitute legal and binding execution and delivery. Any photocopy of the executed Consent Judgment shall have the same force and effect as the original.

14. AUTHORIZATION

14.1. The undersigned are authorized to stipulate to, enter into, and 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 Consent Judgment.

15. SEVERABILITY

15.1. If subsequent to Court approval of this Consent Judgment, any part or provision is declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall continue in full force and effect to the extent they implement the Parties' intent.

AGREED TO:

Ecological Alliance LLC

Date: Jan 2 December 2, 2025

By: [Signature]

Harmony Welsh, Managing Member

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

Fourstar Group, a wholly owned subsidiary of Janera Co., Ltd.

Date: December 18, 2025

By:  _____

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered.

Dated: _____

JUDGE OF THE SUPERIOR COURT