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18 STAR NAIL PRODUCTS, INC.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF SAN FRANCISCO  
21 UNLIMITED CIVIL JURISDICTION

22 KEEP AMERICA SAFE AND BEAUTIFUL,  
23 Plaintiff,  
24 v.  
25 STAR NAIL PRODUCTS, INC.; and DOES  
26 1-30, inclusive,  
27 Defendants.

Case No. CGC-26-632884

**[PROPOSED] CONSENT JUDGMENT**

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

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful  
3 (“KASB”) and defendant Star Nail Products, Inc. (“Star Nail”), with KASB and Star Nail each  
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in the  
5 December 13, 2024 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic  
6 Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

7 **1.1 The Parties**

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

13 **1.2 Consumer Product Description**

14 KASB alleges that Star Nail manufactures, imports, sells, or distributes for sale in California  
15 vinyl bags containing di(2-ethylhexyl)phthalate (“DEHP”) including, but not limited to, *Cuccio*  
16 *SOMATOLOGY NAMASTE YOGA ESSENTIAL KITS 14007*, UPC: 012443140076, without providing  
17 the health hazard warning KASB alleges is required by California Health & Safety Code § 25249.5 *et*  
18 *seq.* (“Proposition 65”). All such vinyl bags are referred to hereinafter as the “Products.” DEHP is  
19 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and  
20 birth defects or other reproductive harm.

21 **1.3 Notice of Violation**

22 On November 3, 2025, KASB served Star Nail, the California Attorney General, and the  
23 requisite public enforcement agencies with a 60-Day Notice of Violation (“Notice”), alleging Star  
24 Nail violated Proposition 65 by failing to warn its customers and consumers in California that the  
25 Products can expose users to DEHP. No public enforcer has commenced and is diligently prosecuting  
26 an action to enforce the allegations set forth in the Notice.

1           **1.4     Complaint**

2           On January 15, 2026, KASB commenced the instant action (“**Complaint**”), naming Star Nail  
3 as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

4           **1.5     No Admission**

5           Star Nail denies the material, factual and legal allegations contained in the Notice and  
6 Complaint and maintains that all products it sold or distributed for sale in California, including the  
7 Products, have been, and are, in compliance with all laws. Star Nail further maintains that independent  
8 testing conducted on the Products demonstrates that the Products do not contain DEHP at levels  
9 requiring a warning under Proposition 65. Star Nail disputes the accuracy, methodology,  
10 representativeness, and conclusions of any testing relied upon by KASB. Star Nail does not admit that  
11 any Product has resulted in an exposure to DEHP requiring a warning. Nothing in this Consent  
12 Judgment shall be construed as, nor shall compliance with this Consent Judgment constitute or be  
13 construed as, an admission by Star Nail of any fact, finding, conclusion of law, issue of law, or  
14 violation of law. This section shall not, however, diminish or otherwise affect Star Nail’s obligations,  
15 responsibilities, and duties under this Consent Judgment. Star Nail maintains that it has not knowingly  
16 manufactured or caused to be manufactured the Products for sale in California in violation of  
17 Proposition 65. This Consent Judgment shall not be used as evidence of wrongdoing, liability, or the  
18 presence of any chemical in any other proceeding

19           **1.6     Jurisdiction**

20           For purposes of this Consent Judgment only, the Parties stipulate: this Court has jurisdiction  
21 over Star Nail as to the allegations contained in the Complaint; venue is proper in San Francisco  
22 County; and the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment,  
23 pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

24           **1.7     Effective Date**

25           The term “Effective Date” means the date on which the Court approves this Consent Judgment  
26 and enters Judgment pursuant to its terms.

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

28           **2.1     Commitment to Reformulate or Warn**

1 Commencing on the Effective Date and continuing thereafter, all Products Star Nail  
2 manufactures, imports, sells, ships, or distributes for sale, in or into California, directly or through one  
3 or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard for  
4 Reformulated Products, as defined by Section 2.2 or be accompanied by a clear and reasonable  
5 warning pursuant to Section 2.3.

## 6 **2.2 Reformulation Standard Defined**

7 For purposes of this Consent Judgment, “**Reformulated Products**” are defined as Products  
8 which, if they contain DEHP, contain such chemical in a maximum concentration of less than 0.1  
9 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of  
10 California, the United States Food and Drug Administration/Environmental Protection Agency, the  
11 National Environmental Laboratory Accreditation Program, or a member accreditation body of  
12 the International Laboratory Accreditation Cooperation.

13 For purposes of compliance with this reformulation standard, testing samples shall be prepared  
14 and extracted using Consumer Product Safety Commission (“CPSC”) methodology CPSC CH-  
15 C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other  
16 methodologies utilized by federal or state government agencies to determine phthalate content in a  
17 solid substance. (“**Reformulation Standard**”)

## 18 **2.3 Clear and Reasonable Warnings**

19 For purposes of this Consent Judgment, a “clear and reasonable warning” shall mean a warning  
20 in accordance with this Section and pursuant to California Health & Safety Code § 25249.5 *et seq.* and  
21 title 27 California Code of Regulations (“Cal. Code Regs.”) § 25600 *et seq.*, as may be amended from  
22 time to time.

23 Each warning provided shall be prominently placed with such conspicuousness, when  
24 compared with other words, statements, designs, or devices, as to render it likely to be read and  
25 understood by an ordinary individual under customary conditions prior to purchase or use. Each  
26 warning shall be provided in a manner such that the consumer or user understands to which *specific*  
27 Product the warning applies, to minimize the risk of consumer confusion. For purposes of this  
28 Agreement, the following warnings shall be deemed clear and reasonable:

1 (a) **Warning:**

2 ⚠ **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This  
3 product can expose you to chemicals including di(2-ethylhexyl)phthalate  
4 (DEHP), which is known to the State of California to cause cancer and birth  
5 defects or other reproductive harm. For more information go to  
6 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

7 (b) **Short-Form Warning**

8 As an alternative to the warning set forth in the preceding subsection (a), Star Nail may, but  
9 is not required to, use the following short-form warning (“Short-Form”), subject to the additional  
10 requirements set forth in the following Sections 2.4 and 2.5:

11 ⚠ **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of  
12 cancer and reproductive harm from exposure to di(2-ethylhexyl)phthalate (DEHP).  
13 See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

14 Or

15 ⚠ **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose  
16 you to di(2-ethylhexyl)phthalate (DEHP), a carcinogen and reproductive toxicant.  
17 See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

18 Or, for Products manufactured and labeled prior to January 1, 2028,

19 ⚠ **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

20 (c) **Foreign Language Requirement**

21 Where a consumer product sign, label or shelf tag used to provide a warning includes  
22 consumer information, as that term is defined in Title 27 California Code of Regulations  
23 § 25600.1(c) (“Consumer Information”), in languages other than English, then the warning must also  
24 be provided in those languages in addition to English.

25 **2.4 On-Product Warning Requirements**

26 Star Nail shall affix one of the foregoing warnings on the “Product Label”, its immediate  
27 packaging or labeling, or directly on each Product manufactured, imported, distributed, sold or  
28 otherwise provided or intended to be provided for sale to consumers in or into California and does  
not meet the Reformulation Standard. “Product Label” is defined as a display of written, printed or

1 graphic material printed on or affixed to a Product or its immediate container or wrapper. The entire  
2 warning shall appear in at least 6-point type.

3 Warnings provided pursuant to Section 2.3 must print the words “**WARNING:**”, “**CA**  
4 **WARNING:**”, or “**CALIFORNIA WARNING:**” in all capital letters and in bold font, followed by  
5 a colon. The warning symbol to the left of the warning must be a black exclamation point in a yellow  
6 equilateral triangle with a black outline, except, if the sign or label for the Products does not use the  
7 color yellow, then the symbol may be in black and white. The symbol must be in a size no smaller  
8 than the height of the words “**WARNING:**”, “**CA WARNING:**”, or “**CALIFORNIA WARNING:**”  
9 The warning may be contained in the same section of the packaging, labeling, or instruction booklet  
10 that states other safety warnings, if any, concerning the use of the Products and shall be at least the  
11 same size as those other safety warnings.

## 12 **2.5 Internet Product Warning Requirements**

13 For all Products manufactured, imported, distributed, sold or offered for sale via the internet to  
14 customers located in California, or sold in or into California by Star Nail or its customers, directly or  
15 through third-party websites over which Star Nail has the ability to control the application of warnings,  
16 Star Nail shall provide warnings for each Product, both on the Product label, in accordance with Section  
17 2.4, and: (a) a warning on the Product display page; (b) a clearly marked hyperlink using the word  
18 “**WARNING**” or words “**CA WARNING**” or “**CALIFORNIA WARNING**” on the product display  
19 page that links to the Product warning; or (c) by an otherwise prominently displayed warning provided  
20 to the purchaser prior to completing the purchase, such that the consumer does not have to seek out the  
21 information being provided. If the warning is provided using the Short-Form content, pursuant to  
22 Section 2.3(b), then the warning provided on the website may use the same content. “Prominently  
23 displayed” is defined to mean the consumer does not have to search for it in the general content of the  
24 website. For Products sold or offered for sale through third-party retailers, distributors, or e-commerce  
25 marketplaces, Star Nail shall provide written notice of the internet warning requirements and the  
26 applicable warning language (or artwork) to the third-party retailer, distributor, or marketplace  
27 operator, as a condition of sale.

28

1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Civil Penalty**

3 Pursuant to Health and Safety Code § 25249.7(b), Star Nail agrees to pay a civil penalty of  
4 \$2,000 within ten (10) business days of the Effective Date. Star Nail’s civil penalty payment will be  
5 allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent  
6 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment  
7 (“OEHHA”), and the remaining twenty-five percent (25%) retained by KASB. Star Nail shall issue  
8 its payment in two checks made payable to: (a) “OEHHA” in the amount of \$1,500; and (b) “Seven  
9 Hills LLP in Trust for Keep America Safe and Beautiful” in the amount of \$500. KASB’s counsel  
10 shall deliver to OEHHA and KASB their respective portions of the penalty payment. Star Nail shall  
11 deliver its civil penalty payments to the address listed in Section 3.3, below.

12 **3.2 Reimbursement of Attorneys’ Fees and Costs**

13 KASB and its counsel offered to resolve the allegations in the Notice and Complaint without  
14 reaching terms on the amount of reimbursement of attorneys’ fees and costs. Shortly after the Parties  
15 finalized the other material settlement terms, they negotiated and reached an accord on the amount of  
16 reimbursement to be paid to KASB’s counsel, under general contract principles and the private  
17 attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work  
18 performed through the mutual execution and reporting of this Consent Judgment to the Office of the  
19 California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and costs  
20 on appeal, if any. Within ten (10) business days of the Effective Date, Star Nail shall issue a check in  
21 the amount of \$21,500 and made payable to “Seven Hills LLP” for all fees and other costs incurred  
22 investigating, bringing this matter to Star Nail’s attention, litigating, negotiating a settlement in the  
23 public interest, obtaining the Court’s approval of its terms pursuant to Section 5, and reporting to the  
24 California Attorney General. Star Nail shall deliver its payment to the address listed in Section 3.3.

25 **3.3 Payments**

26 All payments payable and due under this Consent Judgment shall be delivered to KASB’s  
27 counsel at the following address:

28 Seven Hills LLP

Attn: Laralei Paras  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

4. **CLAIMS COVERED AND RELEASED**

4.1 **KASB's Release of Proposition 65 Claims**

This Consent Judgment is a full, final, and binding resolution of the claims that were asserted by KASB arising out of the allegations in the Notice and in the Complaint. KASB, acting on its own behalf, in the public interest, and on behalf of its past and current agents, representatives, attorneys, successors and assignees ("**Releasors**") releases Star Nail and each entity to whom Star Nail directly or indirectly distributes or sells the Products including, but not limited to its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisee, cooperative members and licensees ("**Releasees**") based on the failure to provide a clear and reasonable warning under Proposition 65 about alleged exposures to DEHP contained in the Products that were manufactured, processed, distributed, sold and/or offered for sale in California before the Effective Date, as set forth in the Notice and Complaint. This includes, without limitation, any claims based on alleged testing results, alleged presence of DEHP, or alleged exposures from the Products. The Parties further agree that compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged exposures to DEHP in the Products.

The Parties further understand and agree that this Section 4.1 release shall neither extend (a) to upstream entities that manufactured the Products or any component parts thereof, or any distributors or suppliers who sold the Products or any component parts thereof to Star Nail nor (b) to Releasees who have been instructed by Star Nail pursuant to Section 2, to provide a warning on Products that are not Reformulated Products and have failed to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Star Nail's Products.

4.2 **KASB's Individual Release of Claims**

In further consideration of the promises and agreements herein contained, KASB, as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to institute or participate

1 in, directly or indirectly, any form of legal action and releases all claims that KASB may have,  
2 including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,  
3 demands, obligations, damages, costs, fines, penalties, losses or expenses, including, but not  
4 exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with  
5 respect to DEHP in the Products manufactured, distributed, sold and/or offered for sale by Star Nail  
6 and sold in or into California before the Effective Date, against Star Nail and Releasees. The Parties  
7 understand and agree that this Section 4.2 release shall not extend upstream to any entities that sold,  
8 supplied, or manufactured the Products or any component parts thereof to Star Nail.

9 **4.3 Star Nail's Release of KASB**

10 Star Nail, on behalf of itself, its past and current officers, agents, shareholders, employees,  
11 predecessors, representatives, attorneys, successors, and assignees, hereby waives any and all claims  
12 against KASB and its attorneys and other representatives for any and all actions taken or statements  
13 made (or those that could have been taken or made) by KASB, its attorneys and other representatives,  
14 whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it  
15 in this matter with respect to the Products.

16 **5. COURT APPROVAL**

17 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed  
18 motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best  
19 efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this  
20 Consent Judgment and to judicial approval of their settlement in a timely manner. For purposes of this  
21 section, "best efforts" shall include, at a minimum, supporting the motion for approval, responding to  
22 any third-party objection, and appearing at the hearing before the Court, if so requested.

23 **6. SEVERABILITY**

24 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any  
25 provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the  
26 remaining provisions shall not be adversely affected.

1 **7. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of California  
3 and apply within California. Nothing in this Consent Judgment shall be interpreted to relieve Star Nail  
4 from its obligation to comply with any pertinent state or federal law or regulation.

5 **8. NOTICE**

6 Unless specified herein, all correspondence and notice required by this Consent Judgment shall  
7 be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a  
8 recognized overnight courier to any Party by the other at the following addresses:

9 For Star Nail:

10 Allison Etkin, Esq.  
11 Akerman LLP  
12 633 West Fifth Street, Suite 6400  
Los Angeles, CA 90071

For KASB:

Laralei Paras, Esq.  
Seven Hills LLP  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

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

15 **9. COUNTERPARTS AND PDF SIGNATURES**

16 This Consent Judgment may be executed in counterparts and by portable document format  
17 (pdf) signature, each of which shall be deemed an original and, all of which, when taken together, shall  
18 constitute one and the same document.

19 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

22 **11. ENTIRE AGREEMENT**

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

1 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any  
2 of the Parties hereto.

3 **12. MODIFICATION**


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

7 **13. AUTHORIZATION**

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

10 **AGREED TO:**

11 Date: 6/18/2026

12 By:   
13 Lance Nguyen, CEO  
14 Keep America Safe and Beautiful

**AGREED TO:**

Date:  6/16/26

By:   
Anthony Cuccio, CEO  
Star Nail Products, Inc.

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