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CLERK OF THE COURT

BY:  Deputy Clerk

1 Laralei Paras, State Bar No. 203319
2 Brian C. Johnson, State Bar No. 235965
3 SEVEN HILLS LLP
4 4 Embarcadero Center, Suite 1400
5 San Francisco, CA 94111
6 Telephone: (415) 926-7247
7 laralei@sevenhillslp.com
8 brian@sevenhillslp.com

9 Attorneys for Plaintiff
10 KEEP AMERICA SAFE AND BEAUTIFUL

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

13 KEEP AMERICA SAFE AND BEAUTIFUL,

14 Plaintiff,

15 v.

16 ARMADILLO DISTRIBUTION
17 ENTERPRISES, INC.; and DOES 1-30,
18 inclusive,

19 Defendants.

Case No. CGC-21-601951

~~[PROPOSED]~~ JUDGMENT

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

1 **1. INTRODUCTION**

2 After consideration of plaintiff Keep America Safe and Beautiful (“KASB”)’s Application for
3 Entry of Court Judgment Against Defendant Armadillo Distribution Enterprises, Inc. (“**Armadillo**”), to
4 resolve the allegations in the complaint in compliance with the Safe Drinking Water and Toxic
5 Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“**Proposition 65**”), the Court enters
6 Judgment as follows.

7 **2. DEFINITIONS**

8 **2.1 The Covered Products.**

9 The term “Products” hereinafter shall mean seats with vinyl/PVC upholstery containing
10 di(2ethylhexyl) phthalate (“**DEHP**”), including but not limited to, *ddrum RX Series Lightweight*
11 *Throne, Regular Black, Item ID RXDT, Item# 1500000277835*, sold to consumers in California.

12 **2.2 Effective Date**

13 The term “Effective Date” hereinafter shall mean the date the Court enters Judgment.

14 **3. INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS**

15 Commencing on or before the twentieth day after the Effective Date, Armadillo shall provide
16 clear and reasonable warnings for all Products in accordance with this Section pursuant to Title 27,
17 California Code of Regulations, section 25600, *et seq.* Each warning shall be prominently placed with
18 such conspicuousness as compared with other words, statements, or designs as to render it likely to be
19 read and understood by an ordinary individual under customary conditions before purchase or use and
20 shall be provided in a manner such that it is clearly associated with the specific Product to which the
21 warning applies. The Warning shall consist of the following statement:

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

25 **3.1 Product Warnings**

26 Armadillo shall affix the aforementioned warning to the Product label. For the purpose of this
27 agreement, “**Product label**” means a display of written, printed or graphic material printed on or
28 affixed to each of the Products or its immediate wrapper. A warning provided pursuant to Section 3

1 must print the word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the
2 left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle
3 with a black outline, except if the labeling does not use the color yellow, the symbol may be in black
4 and white. The entire warning shall appear in at least 6-point type and no smaller than the largest
5 type size used for other consumer information on the Products. Where a consumer product label used
6 to provide a warning includes consumer information in language(s) other than English, the warning
7 must also be provided in the other language(s) in addition to English.

8 **3.2 Internet Warnings**

9 If, after the Effective Date, Armadillo sells Products via the internet, through its own website,
10 affiliated websites or a third party website, or through customers with retail outlets in California,
11 nationwide distribution and e-commerce websites, Armadillo shall provide warnings for each
12 Product both on the Product label in accordance with Section 3.1, and by prominently displaying, or
13 requiring the warning to be prominently displayed on affiliated websites or third party websites to
14 the consumer during the purchase of the Products without requiring customers to seek out the
15 warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**”
16 given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same
17 web page on which the Products are displayed; (b) on the same web page as the virtual cart
18 displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more
19 web pages displayed to a purchaser during the checkout process. The warning shall appear in any of
20 the above instances adjacent to or immediately following the display, description, or price of the
21 Products for which it is given in the same type size or larger than other consumer information
22 provided for the Products. For third-party websites, as a condition of sale, Armadillo shall notify the
23 sellers the Products must be accompanied by a warning, prior to and as a condition of sale, in or into
24 California, and shall supply the warning requirements, pursuant to Section 3.

25 **4. MONETARY TERMS**

26 **4.1 Civil Penalty**

27 Pursuant to Health and Safety Code § 25249.7(b), Armadillo shall pay a civil penalty of
28 \$5,000 within twenty (20) days of the Effective Date. Armadillo’s civil penalty payment will be

1 allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent
2 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment
3 (“OEHHA”), and the remaining twenty-five percent (25%) retained by KASB. Armadillo shall issue
4 its payment in two checks made payable to: (a) “OEHHA” in the amount of \$3,750; and (b) “Seven
5 Hills LLP in trust for Keep America Safe and Beautiful” in the amount of \$1,250. KASB’s counsel
6 shall deliver to OEHHA and KASB their respective portions of the penalty payment.

7 **3.2 Reimbursement of Attorneys’ Fees and Costs**

8 Pursuant to Code of Civil Procedure § 1021.5, within twenty (20) days of the Effective Date,
9 Armadillo shall issue two checks for a total amount of \$35,239, with one check in the amount of
10 \$495.00 payable to “Seven Hills LLP in trust for Keep America Safe and Beautiful” for case costs
11 and a second check in the amount of \$34,744 payable to “Seven Hills LLP” for legal fees and
12 investigation costs incurred in this Proposition 65 enforcement action.

13 **3.3 Payments**

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

16 Seven Hills LLP
17 Attn: Laralei Paras
18 4 Embarcadero Center, Suite 1400
19 San Francisco, CA 94111

20 **IT IS SO ORDERED.**

21 Dated: July 21

22 
23 JUDGE OF THE SUPERIOR COURT

24 MICHELLE TONG
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