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CLERK OF THE SUPERIOR COURT
By Selina Allen
Deputy

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Attorneys for Defendant
FLORAFLEX CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

FLORAFLEX CORP.; and DOES 1-30, inclusive,

Defendants.

Case No. CGC-23-603959

~~[PROPOSED]~~ **CONSENT JUDGMENT**

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

Case Filed: January 12, 2023
Trial: April 20, 2026

I. INTRODUCTION

This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful ("KASB") and defendant Floraflex Corp. ("Floraflex"), with KASB and Floraflex each individually referred to as a "Party" and collectively, as the "Parties," to resolve the allegations in the June 23, 2022, 60-Day Notice of Violation ("Notice") in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* ("Proposition 65").

1.1 The Parties

KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that the presence of chemicals known to the State of California to cause cancer and birth defects, or other reproductive harm is disclosed to California consumers or such chemicals are eliminated from consumer products sold in California. Floraflex is a "person in the course of doing business" as that phrase is defined by California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges Floraflex manufactures, imports, sells, or distributes for sale, in or into California, vinyl tubing containing di(2-ethylhexyl) phthalate ("DEHP") including, but not limited to, the *FloraFlex 100' 1/4" OD Tubing Model: 760456 UPC: 8 51054 00663 6 ASIN: B01ETQIC9Q.* KASB's further alleges Floraflex has done so without providing the health hazard warning that KASB required by California Health & Safety Code § 25249.5 et seq. ("Proposition 65"). All such vinyl tubing are referred to hereinafter as the "Products." DEHP is listed pursuant to Proposition 65 as a chemical known to cause cancer and birth defects or other reproductive harm.

1.3 Notice of Violation

On June 23, 2022, KASB served Floraflex, the Office of the Attorney General of the State of California ("OAG"), and all requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice"). In the Notice, KASB alleges Floraflex violated Proposition 65 by failing to warn its customers and consumers in California that the Products can expose users and other individuals to DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

1.4 Complaint

On January 12, 2023, KASB filed the captioned lawsuit ("Complaint"). The Complaint names Floraflex as a defendant and states a single cause of action for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Floraflex denies the material, factual and legal allegations contained in the Notice and Complaint and maintains all products it sold or distributed for sale in California, including the Products, comply with all laws. Neither any term of this Consent Judgment nor Floraflex's compliance with its terms shall be deemed an admission by Floraflex of any fact, finding, legal issue or conclusion, or violation of any law. This Section shall not, however, diminish or otherwise affect Floraflex's obligations, responsibilities, and duties under this Consent Judgment.

1.6 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate this Court has jurisdiction over Floraflex as to the allegations in the Complaint, venue is proper in the Superior Court for the Couty of Santa Clara, and that the Court has jurisdiction to enter and enforce the terms and provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1.7 Effective Date

The term "Effective Date" means the date on which the Court approves this Consent Judgment and enters judgment in accordance with its terms.

2. INJUNCTIVE RELIEF: REFORMULATION & WARNINGS

2.1 Agreement to Provide Reformulated Products or Warnings

Floraflex commencing on the Effective Date and continuing thereafter, agrees that all Products it sells or distributes for sale in California will meet the Reformulation Standard for Reformulated Products defined in Section 2.2, below, or comply with the warning requirements set forth in Section 2.3, below.

2.2 Reformulation Standard

For purposes of this Consent Judgment, "Reformulated Products" are defined as Products containing di(2-ethylhexyl) phthalate (DEHP) in a maximum concentration of no more than 0.1 percent (1,000 parts per million) in any "accessible component" (i.e., any component that may be touched, handled or otherwise contacted by an individual during a reasonably foreseeable use of the Products) when analyzed by a laboratory accredited by the State of California, a federal agency, or a nationally recognized accrediting organization (the "Reformulation Standard"). For purposes of

compliance with the Reformulation Standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission ("CPSC") methodology CPSC CH-C1001.09.4 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or other methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance (the "Reformulation Standard").

2.3 Clear and Reasonable Warnings

Commencing on the Effective Date and continuing thereafter for all Products Floraflex sells or distributes for sale to consumers in California that do not meet the definition of Reformulated Products set forth in Section 2.2 above, Floraflex agrees to provide a clear and reasonable warning in accordance with this Section to and Title 27, California Code of Regulations § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies. Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning or notice must also be provided in the other language(s) in addition to English.

(a) Long-Form Warning Statement

Commencing on the Effective Date and continuing thereafter, for all Products that do not meet the Reformulation Standard established by Section 2.2, above, Floraflex shall use the following Long-Form Warning statement ("Long-Form Warning") or one of the Short-Form Warning options set forth in Section 2.3(b), below.

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

(b) Short-Form Warning Statement Options

Commencing on the Effective Date and continuing thereafter, Floraflex may, but is not

required to use, one of the following Short-Form Warning statements ("Short-Form Warning") set forth below.

> ⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov.
>
> -Or-
>
> ⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.
>
> -Or-
>
> The following warning statement may be used on Products manufactured and labeled prior to January 1, 2028:
>
> ⚠ **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

2.4 Foreign Language Requirement.

Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

2.5 On-Product Warnings.

Floraflex shall affix a warning to the Product Label or otherwise directly on Products provided for sale to consumers located in California and to customers with retail outlets in California, or e-commerce platforms with sales to consumers in California. For purposes of this Consent Judgment, "Product Label" means any display of written, printed, or graphic material printed on or affixed to a Product(s) or its immediate packaging or container. A warning provided pursuant to section 2.3(a) must print the one of the following warning phrases in all capital letters and in bold font: **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING.** The warning symbol to the left of the warning phrase must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use yellow, the symbol may be in black

and white. The entire warning shall be set off from other surrounding information, enclosed in a box and appear in at least 6-point type.

2.6 Internet Warnings.

If, after the Effective Date, Floraflex sells Products to consumers in California online via the internet, through its own website, affiliated websites or a third-party website belonging to customers Floraflex knows to have nationwide distribution and/or a national online presence, then Floraflex shall provide warnings the Products both on the Product label in accordance with Section 2.3(c), and by prominently displaying, or notifying its affiliates and/or direct customers that the warning must also be prominently displayed on websites to the consumer during the purchase of the Products online without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word "WARNING" given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same web page on which the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The warning shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Products for which it is given in the same type size or larger than other consumer information provided for the Products. For direct customers Floraflex knows or reasonably should know offer its Products online via the internet for sale in or into California, Floraflex shall notify such customers that the Products must be accompanied by an online, internet warning prior to, and as a condition of sale, in or into California and shall supply such customers with the warning requirements in this Section 2.

3. MONETARY SETTLEMENT TERMS

3.1 Settlement Payments

Floraflex will pay a total of $30,000 in settlement funds under this Consent Judgment. This total settlement payment sum includes a $2,000 civil penalty payment and reimbursement of $28,000 in KASB's fees and costs of suit, as more clearly detailed in Sections 3.2 and 3.3, below.

3.2 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Floraflex agrees to pay a civil penalty of $2,000 within fifteen (15) days of the Effective Date. Floraflex civil penalty payment will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Floraflex shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of $1,500; and (b) "Seven Hills LLP in Trust for Keep America Safe and Beautiful" in the amount of $500. KASB's counsel shall remit and disburse to OEHHA and KASB their respective portions of Floraflex's civil penalty payment.

3.3 Reimbursement of Attorneys' Fees and Costs

After the Parties finalized all other material settlement terms, they negotiated Floraflex reimbursement to KASB and its counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5. Floraflex payment under this Section covers all work performed through the mutual execution and reporting of this Consent Judgment to the OAG and obtaining an entry of judgment pursuant its terms, but excludes all fees and costs incurred on appeal, if any. Within fifteen (15) days of the Effective Date, Floraflex shall issue a check in the amount of $28,000 payable to "Seven Hills LLP" for all fees and other costs incurred investigating, bringing this matter to Floraflex attention, litigating, negotiating a settlement in the public interest, obtaining the Court's approval of this Consent Judgment and an entry of judgment according to its terms pursuant to Section 5, and reporting the settlement to the OAG.

3.3 Payments

All payments due under this Consent Judgment **shall be delivered to KASB's counsel at** the following address:

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

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Public Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of all claims KASB alleged or could have alleged arising out of the allegations in the Notice and 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 Floraflex, its past and present parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Floraflex directly or indirectly distributes or sells the Products including its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members, and licensees ("Releasees") for all claims arising under Proposition 65 based on Floraflex's alleged failure to provide a clear and reasonable warning regarding alleged or actual exposures to DEHP in Products manufactured, processed, distributed, sold and offered for sale in California before the Effective Date, as set forth in the Notice and Complaint. The Parties agree compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged or actual exposures to DEHP in the Products. The Parties further understand and agree this Section 4.1 release shall not extend to upstream to any entity who manufactured, distributed, or otherwise supplied the Products, or any component part(s) thereof, to Floraflex. Nor shall this release extend downstream to any Releasee Floraflex instructs to provide a warning on Products that are not Reformulated Products and who and fails 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 Floraflex Products.

4.2 KASB's Private Release of Proposition 65 Claims

In further consideration of the promises and agreements set forth herein, KASB on its own behalf as an individual nonprofit corporation and *not* on behalf of the public in California, and on behalf of its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights it may have to institute or participate, directly or indirectly, in any form of legal action, and it releases all claims it may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees

arising under Proposition 65 with respect to DEHP in Products manufactured, distributed, sold and/or offered for sale by Floraflex and/or Releasees prior to the Effective Date. As with the Section 4.1 release, above, the Parties understand and agree this Section 4.2 release shall not extend to upstream to any entity who manufactured, distributed, or otherwise supplied the Products or any component party thereof to Floraflex. Nor shall this extend downstream to any Releasees instructed by Floraflex to provide a warning on Products that are not Reformulated Products and who fail 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 Floraflex Products.

4.3 Floraflex Release of KASB

Floraflex, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any claim against KASB and its attorneys and other representatives, for any action taken or statement made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

4.4 Mutual Waiver of California Civil Code § 1542

KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one hand, and Floraflex, on the other hand, each acknowledge that the claims in this Consent Judgment include all known and unknown claims pertaining to the failure to warn of exposures to DEHP in Products sold in California before the Effective Date, except as provided in Section 4.1, above, and each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining to the failure to warn of exposures to DEHP in the Products sold in California that may have existed prior to and including the Effective Date, except as provided in Section 4.2. California Civil Code section 1542 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.

The Parties acknowledge and understand the significance and consequences of this specific waiver

of California Civil Code section 1542 and agree to waive the same as well as any statute of similar import or meaning of any other jurisdiction.

5. COURT APPROVAL

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

6. SEVERABILITY

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

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. If Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Floraflex may notify KASB and the Parties shall meet and confer in good faith for a period of no less than thirty (30) days to enter a modified consent judgment pursuant to Section 12, below. In the event the Parties seek to modify this agreement KASB and its counsel further agree to comply with the "Reporting Requirements" set forth in Section 10, below. Nothing in this Agreement shall be interpreted to relieve Triunfo from its obligation to comply with any state or federal law or regulation.

8. NOTICE

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

For Floraflex:

Aaron M. Marshall, CEO
FloraFlex Corp.
4804 Laurel Canyon Blvd., #1047
Studio City, CA 91607

For KASB:

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

With a copy to:

Kevin J. Cole, Esq.
KJC LAW GROUP, A.P.C.
9701 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90212

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

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

10. COMPLIANCE WITH REPORTING REQUIREMENTS

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

11. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof, and all prior discussions, negotiations, commitments, or understandings, if any, are hereby merged herein. No warranty, representation, or other agreement exists between the Parties except those expressly set forth herein. No representation, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by either Party. No other agreement not specifically contained herein shall be deemed to exist or bind either Party or the Releasees and Releasors defined herein.

12. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties (which agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified

Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without first providing written notice to the other Party of the basis for the modification sought, and meeting and conferring in good faith prior to moving the Court for an order modifying the Consent Judgment. In the event the Parties or either Party seek(s) modification of this Consent Judgment by written agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the Court on a motion for approval of such modification.

13. PUBLIC BENEFIT

It is the Parties' understanding that the commitments Floraflex has agreed to herein, and actions to be taken by Floraflex under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the parties that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Floraflex failure to provide a warning concerning exposure to DEHP prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Settlement Agreement, provided that Floraflex is in material compliance with this Settlement Agreement.

14. AUTHORIZATION

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

AGREED TO

Dated: 3/30/2026

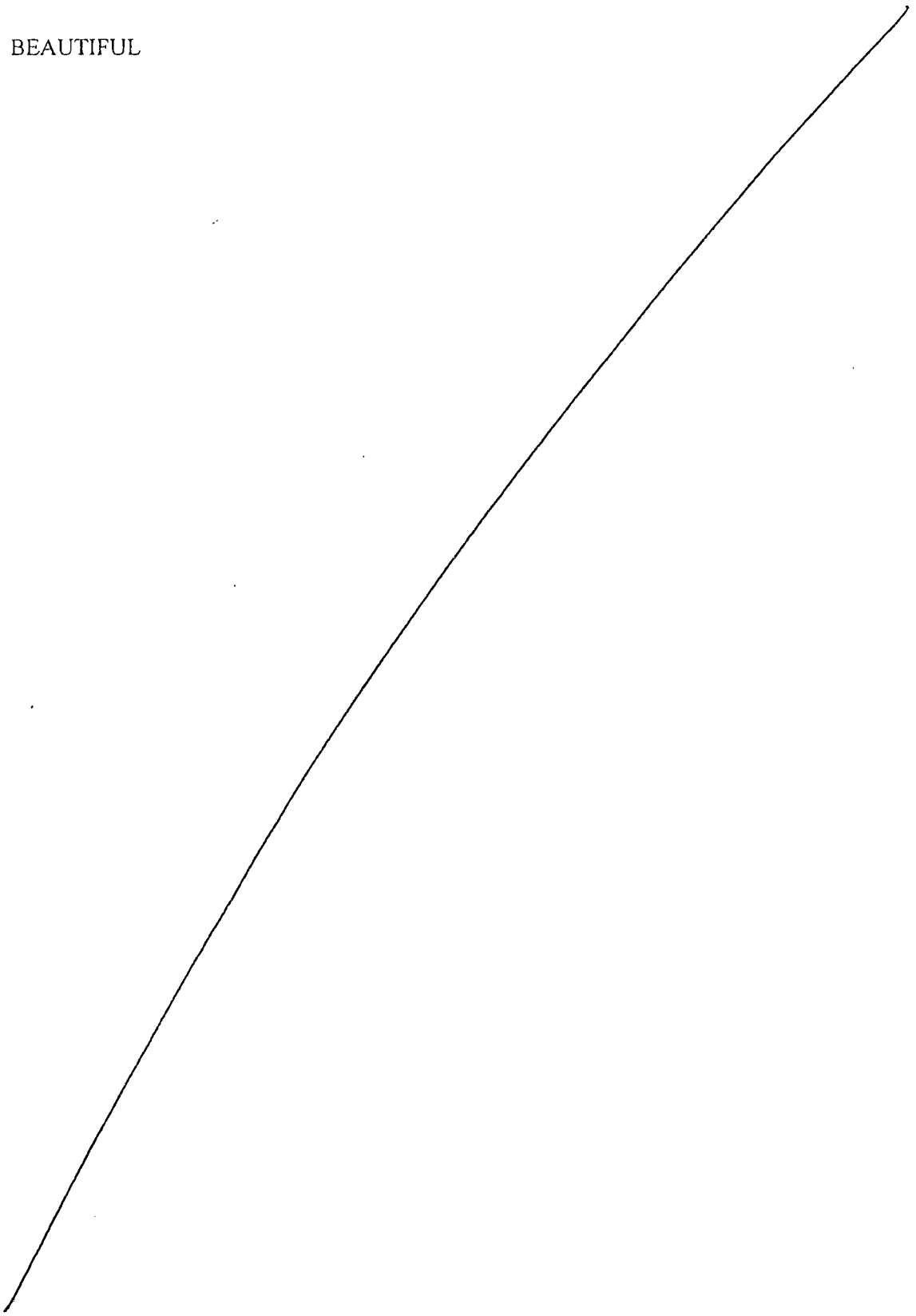
By: _____
Lance Nguyen, CEO
KEEP AMERICAN SAFE AND

AGREED TO:

Dated: 3/27/2026

By: _____
Aaron M. Marshall, CEO
FLORAFLEX CORP.

BEAUTIFUL



IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to California Health & Safety Code § 25249.7(f)(4) and California Code of Civil Procedure § 664.6, Judgment is entered in accordance with the terms of the Consent Judgment. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure §664.6.

IT IS SO ORDERED.

Dated: 6/26/2024

JUDGE OF THE SUPERIOR COURT
CHRISTINE VAN AKEN