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KEEP AMERICA SAFE AND BEAUTIFUL

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June 26, 2026  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
25CV472932  
By: raragon

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,  
  
Plaintiff,  
  
v.  
  
TRADEMARK GLOBAL, LLC; and DOES 1-  
30, inclusive,  
  
Defendants.

Case No. 25CV472932

~~[PROPOSED]~~  
CONSENT JUDGMENT

**1. INTRODUCTION**

**1.1 The Parties**

This Consent Judgment (“Agreement”) is entered into by and between plaintiff Keep America Safe and Beautiful (“KASB”) and defendant Trademark Global, LLC (“Trademark”), with KASB and Trademark each individually referred to as a “Party” and, collectively, 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 chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer products sold in California. Trademark is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

**1.2 Consumer Product Description**

KASB alleges that Trademark manufactures, imports, sells, and distributes for sale in California brass lamps containing the heavy metal, Lead (Pb) including, but not limited to, *Small*

1 *Extra-Bright Lamp SKU: 78A05.01*, without providing the health hazard warning that KASB alleges  
2 is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Brass lamps are  
3 referred to hereinafter as the “**Products.**” Lead is listed pursuant to Proposition 65 as a chemical  
4 known to the State of California to cause developmental toxicity, male reproductive toxicity, female  
5 reproductive toxicity, and cancer.

### 6       **1.3     Notice of Violation**

7       On March 10, 2025, KASB served Trademark, the California Attorney General, and the  
8 requisite public enforcement agencies with a Supplemental 60-Day Notice of Violation (“**Notice**”),  
9 alleging Trademark violated Proposition 65 by failing to warn its customers and consumers in  
10 California that its Products can expose users to Lead. No public enforcer has commenced and is  
11 diligently prosecuting an action to enforce the allegations in the Notice.

### 12       **1.4     Complaint**

13       On January 24, 2025, KASB commenced the instant action (“**Complaint**”), naming  
14 Automann, Inc. as a defendant for the alleged violations of Proposition 65 that are the subject of the  
15 Notice. On or about July 14, 2025, KASB filed an amendment to the Complaint naming Doe 21 as  
16 Trademark Latirovian, Inc.

### 17       **1.5     Jurisdiction**

18       For purposes of this Agreement only, the Parties stipulate this Court has jurisdiction over  
19 Trademark as to the allegations contained in the Complaint, venue is proper in the County of Santa  
20 Clara, and the Court has jurisdiction to enter and enforce the provisions of this Agreement pursuant  
21 to Proposition 65 and Code of Civil Procedure § 664.6.

### 22       **1.6     No Admission**

23       Trademark denies the allegations in the Notice and Complaint and maintains that all products  
24 it has sold or distributed for sale in California, including the Products, have been, and are, in  
25 compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall  
26 compliance with this Agreement constitute or be construed as, an admission by Trademark of any fact,  
27 finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish  
28 or otherwise affect Trademark’s obligations, responsibilities, and duties under this Agreement.

1           **1.7     Effective Date**

2           For purposes of this Agreement, “Effective Date” shall mean the date on which the Court  
3 approves this Agreement and enters judgment pursuant to its terms.

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

5           **2.1     Reformulation Commitment**

6           Commencing on the Effective Date and continuing thereafter, all Products Trademark  
7 manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through  
8 one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard  
9 for Reformulated Products, as defined by Section 2.2 or be accompanied by a clear and reasonable  
10 warning pursuant to Section 2.3 below.

11          **2.2     Reformulation Standard**

12          For purposes of this Agreement, “Reformulated Products” are defined as those Products that  
13 meet the following criteria: (a) the brass alloy from which the Products are made shall have no lead as  
14 an intentionally added constituent; (b) the brass alloy from which the Products are made shall have a  
15 lead content by weight of no more than 0.01% (100 parts per million, or “100 ppm”); and (c) yielding  
16 a test result of no more than 0.5 microgram of Lead on the Product’s entire surface area when  
17 sampled pursuant to the NIOSH 9100 testing protocol.

18          **2.3     Clear and Reasonable Warnings**

19          Trademark shall provide clear and reasonable warnings for all Products remaining in  
20 inventory that are not Reformulated Products and provided for sale to customers located in California  
21 and to customers with locations in California, nationwide distribution, or e-commerce websites. The  
22 following warning shall be prominently placed with such conspicuousness as compared with other  
23 words, statements, or designs as to render it likely to be read and understood by an ordinary  
24 individual under customary conditions before purchase or use and shall be provided in a manner such  
25 that it is clearly associated with the specific Product to which the warning applies.

26               **2.3.1   Warning.** The Warning for Lead (Pb) in excess of the Reformulation Standard  
27 for Reformulated Products set forth in Section 2.2 shall consist of one of the following statements:  
28

**Option 1:**      **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** This product can expose you to chemicals including lead, 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](http://www.P65Warnings.ca.gov).

**Option 2:**      **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to lead. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**Option 3:**      **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to lead, a carcinogen and reproductive toxicant. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**Option 4**—for Covered Products manufactured and labeled prior to January 1, 2028:

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

Warnings may be provided as set forth herein or as specified in the Prop. 65 regulations as they may be amended in the future.

**2.3.2 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.

**2.3.3 On Product Warnings.** Trademark shall affix a warning to the Product label or otherwise directly on each Products provided for sale to consumers located in California and to customers with retail outlets in California, e-commerce platforms or nationwide distribution. For the purpose of this agreement, “**Product label**” means a display of written, printed or graphic material printed on or affixed to each of the Products or its immediate wrapper. The warning provided pursuant to section 2.3.1 must print the word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use the color yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-point type and no smaller than the largest type size used for other consumer information on the Products.

**2.3.4 Internet Warnings.** Trademark shall provide warnings for each Product both on the Product label in accordance with Section 2.3.3, and by prominently displaying, or requiring the warning to be prominently displayed on affiliated websites, third party websites or by retail

1 customers, to consumers during the purchase of the Products without requiring customers to seek out  
2 the warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**”  
3 given in conjunction with the sale of the Products via the internet shall appear either on the same web  
4 page on which the Products are displayed or on one or more web pages displayed to a purchaser  
5 during the checkout process. The warning shall appear in any of the above instances adjacent to or  
6 immediately following the display, description, or price of the Products for which it is given in the  
7 same type size or larger than other consumer information provided for the Products. For third-party  
8 websites, over which Trademark has no control, as a condition of sale, Trademark shall provide its  
9 customers with notice stating the Products must be accompanied by a warning, prior to sale in or into  
10 California, and shall supply the warning requirements, pursuant to Section 2.3. If the On  
11 Product Warning is one of the warning statements set forth in Options 2-4 in Section 2.3.1, the  
12 Internet Warning may use the corresponding warning statement.

### 13 **2.5 Customer Notification**

14 No later than the Effective Date, Trademark shall send a letter, electronic or otherwise  
15 (“**Notification Letter**”) to each customer that is a retailer or distributor that has any remaining  
16 inventory of Products unaccompanied by one of the warning statements in Section 2.3.1, which  
17 Trademark supplied between September 23, 2023 and the Effective Date, for sale to consumers in  
18 California. The Notification Letter shall advise the recipient that the Products contain Lead, a  
19 chemical known to the State of California to cause cancer and birth defects or other reproductive  
20 harm. The Notification letter shall inform the recipient that all Products must have a label, attached to  
21 the packaging of each Product before it is sold in the California market or to a customer in California,  
22 expressly referring to the Product with one of the warning statements in Section 2.3.1. If the customer  
23 is a retailer or distributor of the Products, the Notification Letter shall include a sheet of white  
24 background, adhesive stickers with the forgoing warning statements.

## 25 **3. MONETARY SETTLEMENT TERMS**

### 26 **3.1 Initial Civil Penalty**

27 Pursuant to Health and Safety Code § 25249.7(b), Trademark agrees to pay a civil penalty of  
28 \$6,000 within five (5) business days of the Effective Date. Trademark’s civil penalty payment will

1 be allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five  
2 percent (75%) of the penalty paid to the California Office of Environmental Health Hazard  
3 Assessment (“OEHHA”), and the remaining twenty-five percent (25%) retained by KASB.  
4 Trademark shall issue its payment in two checks made payable to: (a) “OEHHA” in the amount of  
5 \$4,500; and (b) “Seven Hills in Trust for KASB” in the amount of \$1,500. KASB’s counsel shall  
6 deliver to OEHHA and KASB their respective portion of the penalty payment.

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

8           KASB and its counsel offered to resolve the allegations in the Notice without reaching terms  
9 on the amount of reimbursement of attorneys’ fees and costs. Shortly after the Parties finalized the  
10 other material settlement terms, they negotiated and reached an accord on the amount of  
11 reimbursement to be paid to KASB’s counsel, under general contract principles and the private  
12 attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work  
13 performed through reporting the judgement pursuant to the terms of this Agreement to the Office of  
14 the California Attorney General. Within five (5) business days of the Effective Date, Trademark  
15 agrees to issue a check in the amount of \$25,000 payable to “Seven Hills LLP” for all fees and costs  
16 incurred investigating, bringing this matter to Trademark’s attention, negotiating a settlement in the  
17 public interest, and reporting its terms to Office of the California Attorney General pursuant to  
18 Section 9.

### 19           **3.3     Payments**

20           All payments due under this Agreement shall be delivered to the following address:

21                       Seven Hills LLP  
22                       Attn: Laralei Paras  
23                       1 Embarcadero Center, Suite 1200  
                          San Francisco, CA 94111

## 24   **4.     CLAIMS COVERED AND RELEASED**

### 25           **4.1     KASB’s Release of Trademark**

26           This Agreement is a full, final and binding resolution between KASB, on behalf of itself and  
27 in the public interest, and Trademark, of any claim that was or could have been asserted by KASB on  
28 behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees,

1 against Trademark, its directors, officers, employees, attorneys, and each entity to whom Trademark  
2 directly or indirectly distributes or sells Products, including, but not limited to, downstream  
3 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees  
4 (collectively, "Releasees"), from violations of Proposition 65 based on their failure to warn about  
5 alleged exposures to Lead contained in the Products that were manufactured, distributed, sold and/or  
6 offered for sale by Trademark in California before the Effective Date, as alleged in the Notice and  
7 Complaint. The Parties further agree that compliance with Section 2 of this Agreement shall be  
8 deemed compliance with Proposition 65 with respect to alleged exposures to Lead in the Products.

9 In further consideration of the promises and agreements herein contained, KASB, on behalf of  
10 itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby  
11 waives all of KASB's rights to institute or participate in, directly or indirectly, any form of legal  
12 action and releases all claims that KASB may have, including, without limitation, all actions, and  
13 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,  
14 penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and  
15 attorneys' fees arising under Proposition 65 with respect to Lead in the Products manufactured,  
16 distributed, sold and/or offered for sale by Trademark, before the Effective Date (collectively,  
17 "Claims"), against Trademark and Releasees.

18 The Parties further understand and agree that this Section 4.1 release shall neither extend (a)  
19 upstream to any entities that manufactured the Products or any component parts thereof, or any  
20 distributors or suppliers who sold the Products or any component parts thereof to Kassatex, nor (b) to  
21 Releasees who have been instructed by Kassatex pursuant to Section 2.3.4 to provide a warning on  
22 Products that are not Reformulated Products and have failed to do so. Nothing in this Section affects  
23 KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does  
24 not involve Trademark's Products.

#### 25 **4.2 Trademark's Release of KASB**

26 Trademark, on behalf of itself, its past and current agents, representatives, attorneys,  
27 successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other  
28 representatives, for any and all actions taken or statements made (or those that could have been taken

1 or made) by KASB and its attorneys and other representatives, whether in the course of investigating  
2 claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the  
3 Products.

4 **5. SEVERABILITY**

5 If, subsequent to the execution of this Agreement, any provision of this Agreement is deemed  
6 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely  
7 affected.

8 **6. GOVERNING LAW**

9 The terms of this Agreement shall be governed by the laws of the State of California and  
10 apply within California. Nothing in this Agreement shall be interpreted to relieve Trademark from its  
11 obligation to comply with any pertinent state or federal law or regulation.

12 **7. NOTICE**

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

16 For Trademark:

17 Dan Sustar, CEO  
18 Trademark Global, LLC  
19 7951 W Erie Ave  
Lorain, OH 44053-2093

For KASB:

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

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

22 **8. COUNTERPARTS AND PDF SIGNATURES**

23 This Agreement may be executed in counterparts and by portable document format (pdf)  
24 signature, each of which shall be deemed an original and, all of which, when taken together, shall  
25 constitute one and the same document.

26 **9. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

1 **10. ENTIRE AGREEMENT**

2 This Agreement contains the sole and entire agreement and understanding of the Parties with  
3 respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
4 commitments, or understandings related thereto, if any, are hereby merged herein and therein. There  
5 are no warranties, representations, or other agreements between the Parties except as expressly set  
6 forth herein. No representations, oral or otherwise, express or implied, other than those specifically  
7 referred to in this Agreement have been made by any Party hereto. No other agreements not  
8 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any  
9 of the Parties hereto.

10 **11. MODIFICATION**

11 This Agreement may be modified only by: (i) a written agreement of the Parties and the entry  
12 of a modified judgment by the Court thereon; or (ii) upon a successful motion of any party and the  
13 entry of a modified Agreement by the Court thereon.

14 **12. AUTHORIZATION**

15 The undersigned are authorized to execute this Agreement on behalf of their respective  
16 Parties and have read, understood, and agreed to all of the terms and conditions of this Agreement.

17 **AGREED TO:**

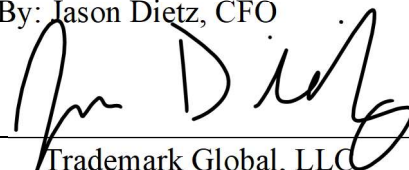
18 Date: 10/20/2025

19 By:   
20 Keep America Safe and Beautiful  
21

**AGREED TO:**

Date: 10/20/2025

By: Jason Dietz, CFO

  
Trademark Global, LLC

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

5  
6 **IT IS SO ORDERED.**

7  
8 Dated: 6/15/2026



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Hon. Nahal Iravani-Sani  
Honorable Nahal Iravani-Sani  
JUDGE OF THE SUPERIOR COURT