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DUDA ENERGY LLC

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO
14 UNLIMITED CIVIL JURISDICTION
15

16 KEEP AMERICA SAFE AND BEAUTIFUL,

17 Plaintiff,

18 v.

19 DUDA ENERGY LLC; and DOES 1-30,
20 inclusive,

21 Defendants.

Case No. CGC-21-590176

[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
3 Beautiful acting on behalf of itself and the public interest (“**KASB**”) and defendant Duda Energy LLC
4 (“**Duda Energy**”), with KASB and Duda Energy each individually referred to as a “**Party**” and
5 collectively, as the “**Parties**,” to resolve the allegations in the October 7, 2020 60-Day Notice of
6 Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health &
7 Safety Code § 25249.6 *et seq.* (“**Proposition 65**”).

8 **1.1 The Parties**

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

14 **1.2 Consumer Product Description**

15 KASB alleges that Duda Energy manufactures, imports, sells, or distributes for sale in
16 California valves with vinyl/PVC grips containing di(2ethylhexyl) phthalate (“**DEHP**”), including but
17 not limited to, *2PC Ball Valve WOG1000 Type III PTFE ¾”*, *SUS304, 2PCBV3-F075, UPC 8 40194*
18 *10001 4*, without providing the health hazard warning that KASB alleges is required by California
19 Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Valves with vinyl/PVC grips are
20 referred to hereinafter as the “**Products**.” DEHP is listed pursuant to Proposition 65 as a chemical
21 known to the State of California to cause birth defects and other reproductive harm.

22 **1.3 Notice of Violation**

23 On October 7, 2020, KASB served Duda Energy, the California Attorney General, and the
24 requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Duda
25 Energy violated Proposition 65 by failing to warn its customers and consumers in California that the
26 Products can expose users to DEHP. No public enforcer has commenced and is diligently
27 prosecuting an action to enforce the allegations set forth in the Notice.
28

1 **1.4 Complaint**

2 On March 8, 2021, KASB, who is acting on its own behalf and in the interest of the general
3 public in California, commenced the instant action (“**Complaint**”), naming Duda Energy as a
4 defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

5 **1.5 No Admission**

6 Duda Energy denies the material, factual and legal allegations contained in the Notice and
7 Complaint and maintains that all products it sold or distributed for sale in California, including the
8 Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall
9 be construed as, nor shall compliance with this Consent Judgment constitute or be construed as, an
10 admission by Duda Energy of any fact, finding, conclusion of law, issue of law, or violation of law.
11 This section shall not, however, diminish or otherwise affect Duda Energy’s obligations,
12 responsibilities, and duties under this Consent Judgment.

13 **1.6 Jurisdiction**

14 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
15 jurisdiction over Duda Energy as to the allegations contained in the Complaint; that venue is proper
16 in San Francisco County; and that the Court has jurisdiction to enter and enforce the provisions of
17 this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

18 **1.7 Execution Date**

19 The term “Execution Date” means the date all parties have signed this Consent Judgment.

20 **1.8 Effective Date**

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

23 **2. INJUNCTIVE RELIEF: REFORMULATION, WARNINGS AND NOTIFICATION**

24 **2.1 Reformulation Commitment**

25 Commencing on the Effective Date and continuing thereafter, all Products Duda Energy
26 manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through
27 one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard
28 for Reformulated Products, as defined by Section 2.2. Alternatively, commencing on the Execution

1 Date, the Products Duda Energy manufactures, imports, sells, ships, or distributes for sale in or into
2 California, directly or through one or more third party retailers or e-commerce marketplaces shall be
3 accompanied by a clear and reasonable warnings pursuant to Section 2.3.

4 **2.2 Reformulation Standard**

5 For purposes of this Consent Judgment, “**Reformulated Products**” are defined as Products
6 which, if they contain di(2-ethylhexyl) phthalate (“**DEHP**”), di-n-butyl phthalate (“**DBP**”),
7 diisononyl phthalate (“**DINP**”), butyl benzyl phthalate (“**BBP**”), di-isodecyl phthalate (“**DIDP**”) and
8 di-n-hexyl phthalate (“**DnHP**”), contain any or all such chemicals each in a maximum concentration
9 of less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory accredited by the
10 State of California, a federal agency, or a nationally recognized accrediting organization. For
11 purposes of compliance with this reformulation standard, testing samples shall be prepared and
12 extracted using Consumer Product Safety Commission (“**CPSC**”) methodology CPSC CH-
13 C1001.09.3 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or
14 other methodologies utilized by federal or state government agencies to determine phthalate content
15 in a solid substance.

16 **2.3 Clear and Reasonable Warnings**

17 Duda Energy shall provide clear and reasonable warnings for all Products provided for sale to
18 customers in California in accordance with this Section pursuant to Title 27 California Code of
19 Regulations § 25600, *et seq.* Each warning shall be prominently placed with such conspicuousness as
20 compared with other words, statements, or designs as to render it likely to be read and understood by
21 an ordinary individual under customary conditions before purchase or use and shall be provided in a
22 manner such that it is clearly associated with the specific Product to which the warning applies.

23 **(a) DEHP Warnings.** The Warning for Products containing DEHP, a phthalate chemical
24 known to cause cancer and birth defects or other reproductive harm, in excess of the Reformulation
25 Standard for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

26 **⚠ WARNING:** This product can expose you to DEHP, which is
27 known to the State of California to cause cancer
28 and birth defects or other reproductive harm. For
more information go to www.P65Warnings.ca.gov.

1 **(b) Warnings for DEHP and DINP.** The Warning for Products containing DEHP
2 and the phthalate chemical only known to cause cancer, DINP, each in excess of the
3 Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the
4 following statement:

5 **⚠WARNING:** This product can expose you to DEHP, which is known
6 to the State of California to cause cancer and birth
7 defects or other reproductive harm, and DINP, which is
8 known to the State of California to cause cancer. For
9 more information go to www.P65Warnings.ca.gov.

8 **(c) Warnings for DEHP and one of the following phthalate chemicals: DIDP, DBP,**
9 **BBP or DnHP.** The Warning for Products containing DEHP and one of the phthalate chemicals
10 known to cause birth defects or other reproductive harm – DIDP, DBP, BBP or DnHP – each in
11 excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist
12 of the following statement:

13 **⚠WARNING:** This product can expose you to DEHP, which is known to the
14 State of California to cause cancer and birth defects or other
15 reproductive harm, and [DIDP], which is known to the State
16 of California to cause birth defects or other reproductive harm.
17 For more information go to www.P65Warnings.ca.gov.

16 The bracketed language in the preceding warnings may be changed to DBP, BBP or DnHP, as
17 appropriate, at Affordable Tools’ option.

18 **(d) Warnings for DEHP and two or more of the following phthalate chemicals:**
19 **DIDP, DBP, BBP or DnHP.** The Warning for Products containing DEHP and *two* or more of the
20 phthalate chemicals – DIDP, DBP, BBP and DnHP – each in excess of the Reformulation Standard
21 for Reformulated Products set forth in Section 2.2 shall consist of the following statement:

22 **⚠WARNING:** This product can expose you to DEHP, which is known to
23 the State of California to cause cancer and birth defects or
24 other reproductive harm, and chemicals including [DIDP],
25 which are known to the State of California to cause birth
26 defects or other reproductive harm. For more information go
27 to www.P65Warnings.ca.gov.

26 The bracketed language in the preceding warning may be changed to DBP, BBP, or DnHP,
27 as appropriate, at Affordable Tools’ option.

1 (e) **Warnings for DEHP and DINP and one of the following phthalate chemicals:**
2 **DIDP, DBP, BBP or DnHP.** The Warning for Products containing DEHP and DINP and one of
3 the following chemicals – DIDP, DBP, BBP or DnHP – each in excess of the Reformulation
4 Standard for Reformulated Products set forth in Section 2.2 shall consist of the following
5 statement:

6 **⚠WARNING:** This product can expose you to DEHP, which is known
7 to the State of California to cause cancer and birth defects
8 or other reproductive harm, DINP, which is known to the
9 State of California to cause cancer, and [DIDP] which is
10 known to the State of California to cause birth defects or
11 other reproductive harm. For more information go to
12 www.P65Warnings.ca.gov.

13 The bracketed language in the preceding warnings may be changed to DBP, BBP and/or DnHP, as
14 appropriate, at Affordable Tools’ option.

15 (f) **Warnings for DEHP and DINP and two or more of the following phthalate**
16 **chemicals: DIDP, DBP, BBP or DnHP.** The Warning for Products containing DEHP, DINP and
17 *two* or more of the phthalate chemicals – DIDP, DBP, BBP or DnHP – each in excess of the
18 Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the
19 following statement:

20 **⚠WARNING:** This product can expose you to DEHP, which is known to the
21 State of California to cause cancer and birth defects or other
22 reproductive harm, DINP, which is known to the State of
23 California to cause cancer, and chemicals including [DIDP]
24 which are known to the State of California to cause birth
25 defects or other reproductive harm. For more information go
26 to www.P65Warnings.ca.gov.

27 The bracketed language in the preceding warnings may be changed to DBP, BBP and/or DnHP, as
28 appropriate, at Affordable Tools’ option.

(g) **Warnings for DIDP, DBP, BBP or DnHP.** The Warning for Products containing
DIDP, DBP, BBP or DnHP in excess of the Reformulation Standard for Reformulated Products set
forth in Section 2.2 shall consist of the following statement:

⚠WARNING: This product can expose you to [DIDP], which is
known to the State of California to cause birth
defects or other reproductive harm. For more
information go to www.P65Warnings.ca.gov.

1 The bracketed language in the preceding warnings may be changed to DBP, BBP or DnHP, as
2 appropriate, at Affordable Tools' option.

3 **(h) Warnings for two or more of the following phthalate chemicals: DIDP, DBP, BBP**
4 **or DnHP.** The Warning for Products containing *two* or more of the phthalate chemicals – DIDP,
5 DBP, BBP or DnHP – each in excess of the Reformulation Standard for Reformulated Products set
6 forth in Section 2.2 shall consist of the following statement:

7 **⚠ WARNING:** This product can expose you to chemicals
8 including [DIDP], which are known to the State
9 of California to cause birth defects or other
reproductive harm. For more information go to
www.P65Warnings.ca.gov.

10 The bracketed language in the preceding warnings may be changed to DBP, BBP or DnHP, as
11 appropriate, at Affordable Tools' option.

12 **(i) DINP Warning.** The Warning for Products containing DINP in excess of the
13 Reformulation Standard for Reformulated Products set forth in Section 2.2 shall consist of the
14 following statement:

15 **⚠ WARNING:** This product can expose you to DINP, which is
16 known to the State of California to cause cancer. For
more information go to www.P65Warnings.ca.gov.

17 **(j) Warnings for DINP and one of the following phthalate chemicals: DIDP, DBP,**
18 **BBP or DnHP.** The Warning for Products containing DINP and one of the phthalate chemicals –
19 DIDP, DBP, BBP or DnHP – in excess of the Reformulation Standard for Reformulated Products set
20 forth in Section 2.2 shall consist of the following statement:

21 **⚠ WARNING:** This product can expose you to DINP, which is
22 known to the State of California to cause cancer, and
23 [DIDP] which is known to the State of California to
cause birth defects or other reproductive harm. For
more information go to www.P65Warnings.ca.gov.

24 The bracketed language in the preceding warnings may be changed to DBP, BBP or DnHP, as
25 appropriate, at Affordable Tools' option.

26 **(k) Warnings for DINP and two or more of the following phthalate chemicals: DIDP,**
27 **DBP, BBP or DnHP.** The Warning for Products containing DINP and *two* or more of the phthalate
28

1 chemicals – DIDP, DBP, BBP or DnHP – each in excess of the Reformulation Standard for
2 Reformulated Products set forth in Section 2.2 shall consist of the following statement:

3 **⚠WARNING:** This product can expose you to DINP, which is known to the
4 State of California to cause cancer, and chemicals including
5 [DIDP] which are known to the State of California to cause
6 birth defects or other reproductive harm. For more
7 information go to www.P65Warnings.ca.gov.

8 The bracketed language in the preceding warnings may be changed to DBP, BBP and/or DnHP, as
9 appropriate, at Affordable Tools’ option.

10 **(l) Short-Form Warning.** As an alternative to the warnings set forth in subsections
11 2.3(a)-(k) above, Duda Energy may, but is not required to, use the following short-form warning
12 (“**Short-Form Warning**”), subject to the additional requirements in Sections 2.5 and 2.6, as
13 follows:

14 For DIDP, DBP, BBP or DnHP:

15 **⚠WARNING:** Reproductive Harm- www.P65Warnings.ca.gov.

16 For DEHP or DINP and DEHP, DIDP, DBP, BBP or DnHP:

17 **⚠WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

18 For DINP:

19 **⚠WARNING:** Cancer - www.P65Warnings.ca.gov.

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

24 **2.4 Product Warnings**

25 Duda Energy shall affix a warning to the Product label or otherwise directly on each Product
26 provided for sale to consumers located in California and to customers with retail outlets in California
27 or nationwide distribution. For the purpose of this Consent Judgment, “**Product label**” means a
28 display of written, printed or graphic material that is printed on or affixed to each of a Product or its
immediate container or wrapper. A warning provided pursuant to Section 2.3(a)-(l) must print the
word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the left of the

1 word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black
2 outline, except that if the labeling does not use the color yellow, then the symbol may be in black and
3 white. The entire warning shall appear in a type size of at least 6-point type and no smaller than the
4 largest type size used for other Consumer Information on the Products.

5 **2.5 Mail Order Catalog Warnings**

6 In the event, after the Effective Date, Duda Energy prints new catalogs and sells Products
7 through such catalogs to customers in, or with retail outlets located in, California, Duda Energy shall
8 provide a warning for each Product both on the Product label in accordance with Section 2.4, and in
9 the catalog in a manner that clearly associates the warning with the specific Product being purchased.
10 Any warning provided in a mail order catalog shall be in the same type size or larger than other
11 consumer information provided for the Products within the catalog and shall be provided on the same
12 page and in the same location as the display and/or description of each of the Products. The catalog
13 warning may use the Short-Form Warning content described in Section 2.3(1) if the warning provided
14 on the Product label also uses the Short-Form Warning content.

15 **2.6 Internet Warnings**

16 If, after the Effective Date, Duda Energy sells Products via the internet directly, or indirectly
17 through customers with nationwide distribution or e-commerce websites, to customers located in
18 California, Duda Energy shall provide warnings for each Product both on the Product label in
19 accordance with Section 2.4, and by including either the warning or a clearly marked hyperlink using
20 the word “**WARNING**” on the product display page, or by otherwise prominently displaying the
21 warning to the purchaser prior to completing the purchase and without requiring the purchaser to
22 search for the warning in the general content of the website. If Duda Energy sells Products directly to
23 consumers with e-commerce websites, Duda Energy shall inform those customers in writing of their
24 obligation to provide online warnings consistent with Title 27 California Code of Regulations
25 § 25602(b). The internet warning may use the Short-Form Warning content described in Section
26 2.3(1) if the warning provided on the Product label also uses the Short-Form Warning content.

1 **2.7 Customer Notification for Products Sold**

2 No later than the Effective Date, Duda Energy shall send a letter, electronic or otherwise
3 (“**Notification Letter**”) to: (1) each customer in California to which it sold Products between
4 March 8, 2020 and October 9, 2020; and (2) any retailer or distributor Duda Energy reasonably
5 understands or believes has any inventory of Products, which Duda Energy supplied between
6 October 7, 2019 and October 9, 2020, for sale to consumers in California. The Notification Letter
7 shall advise the recipient that the Products contain DEHP, a chemical known to the State of California
8 to cause birth defects or other reproductive harm. The Notification letter shall inform the recipient
9 (1) all Products must have a label attached to the packaging of each Product expressly referring to the
10 Product, which contains one of the warning statements in Section 2.3(a), before it is sold in the
11 California market or to a customer in California, and (2) each warning must be prominently placed
12 with such conspicuousness as compared with other words, statements, designs, or devices as to render
13 it likely to be read and understood by an ordinary individual under customary conditions before
14 purchase or use and shall be provided in a manner such that it is clearly associated with the specific
15 Product to which the warning applies.

16 **3. MONETARY SETTLEMENT TERMS**

17 **3.1 Civil Penalty**

18 Pursuant to Health and Safety Code § 25249.7(b), Duda Energy agrees to pay a civil penalty
19 of \$3,500 within five (5) days of the Effective Date. Duda Energy’s civil penalty payment will be
20 allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent
21 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment
22 (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by KASB. Duda Energy shall
23 issue its payment in two checks made payable to: (a) “**OEHHA**” in the amount of \$2,625; and
24 (b) “**Keep America Safe & Beautiful**” in the amount of \$875. KASB’s counsel shall deliver to
25 **OEHHA** and KASB their respective portions of the penalty payment.

26 **3.2 Reimbursement of Attorneys’ Fees and Costs**

27 KASB and its counsel offered to resolve the allegations in the Notice and Complaint without
28 reaching terms on the amount of reimbursement of attorneys’ fees and costs. Shortly after the

1 Parties finalized the other material settlement terms, they negotiated and reached an accord on the
2 amount of reimbursement to be paid to KASB’s counsel, under general contract principles and the
3 private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all
4 work performed through the mutual execution and reporting of this Consent Judgment to the Office
5 of the California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees
6 and costs on appeal, if any. Within five (5) days of the Effective Date, Duda Energy shall issue two
7 check for a total amount of \$28,500, with one check in the amount of \$555 payable to “Seven Hills
8 LLP in trust for Keep America Safe & Beautiful” for case costs and a second check in the amount of
9 \$27,945 payable to “Seven Hills LLP” for all fees and other costs incurred investigating, bringing
10 this matter to Duda Energy’s attention, litigating, negotiating a settlement in the public interest,
11 obtaining the Court’s approval of its terms pursuant to Section 5, and reporting to the California
12 Attorney General.

13 **3.3 Payments**

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

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

18 **4. CLAIMS COVERED AND RELEASED**

19 **4.1 KASB’s Release of Proposition 65 Claims**

20 This Consent Judgment is a full, final, and binding resolution of the claims that were or could
21 have been asserted by KASB arising out of the allegations in the Notice and in the Complaint.
22 KASB, acting on its own behalf and in the public interest, and on behalf of its past and current
23 agents, representatives, attorneys, successors and assignees (“**Releasors**”) releases Duda Energy, its
24 past and present parents, subsidiaries, affiliated entities under common ownership, directors,
25 officers, employees, attorneys, and each entity to whom Duda Energy directly or indirectly
26 distributes or sells the Products including, but not limited to, Amazon.com, Inc., its downstream
27 distributors, wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members,
28 and licensees (“**Releasees**”) of all claims arising out of the alleged violations of Proposition 65 for

1 failure to provide a clear and reasonable warning about alleged exposures to DEHP contained in the
2 Products that were manufactured, processed, distributed, sold and/or offered for sale in California
3 before the Effective Date, as set forth in the Notice and Complaint. The Parties further agree that
4 compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition
5 65 with respect to alleged exposures to DEHP in the Products.

6 In addition to the foregoing, Releasors hereby waive all rights to institute or participate in,
7 directly or indirectly, any form of legal action and releases Releasees from any and all manner of
8 actions, causes of action, claims, demands, rights, suites, obligations, debts, contracts, agreements,
9 promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature
10 whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with
11 respect to any alleged violations of Proposition 65 related to or arising from the Products sold in or
12 into California prior to the Effective Date. With the exception of the limitations set forth in Section
13 4.1, KASB on its own behalf, on one hand, and Duda Energy, on the other hand, hereby specifically
14 waive any and all rights and benefits which either Party now has, or in the future may have,
15 conferred by virtue of the provisions of California *Civil Code* § 1542, which provides as follows:

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

22 **4.2 Duda Energy's Release of KASB**

23 Duda Energy, on behalf of itself, its past and current agents, representatives, attorneys,
24 successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other
25 representatives, for any and all actions taken or statements made (or those that could have been taken
26 or made) by KASB and its attorneys and other representatives, whether in the course of investigating
27 claims or otherwise seeking to enforce Proposition 65 against him in this matter with respect to the
28 Products.

Nothing in these Section 4 releases shall affect KASB's right to commence or prosecute an
action under Proposition 65 against a Releasee that does not involve Duda Energy's Products.

1 **5. COURT APPROVAL**

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

8 **6. SEVERABILITY**

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

12 **7. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of California
14 and apply within California. In the event that Proposition 65 is repealed, preempted, or is otherwise
15 rendered inapplicable by reason of law generally, or as to the Products, then Duda Energy may
16 provide KASB with written notice of any asserted change in the law, and shall have no further
17 injunctive obligations pursuant to this Consent Judgment, with respect to, and to the extent that, the
18 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Duda
19 Energy from its obligation to comply with any pertinent state or federal law or regulation.

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1 **8. NOTICE**

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

5 For Duda Energy:

6 Thomas H. Cadden
7 Judy S. Hirahara
8 CADDEN & FULLER LLP
9 2050 Main Street, Suite 260
10 Irvine, CA 92614

For KASB:

Laralei Paras, Partner
SEVEN HILLS LLP
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111

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

11 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

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

15 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

18 **11. ENTIRE AGREEMENT**

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

1 **12. MODIFICATION**

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

5 **13. AUTHORIZATION**

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

9
10 **AGREED TO:**

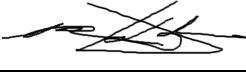
11 Date: 07/04/2022

12 By:  _____

13 Ngoc-Bich Hoang Vo, CEO
14 Keep America Safe and Beautiful

10 **AGREED TO:**

11 Date: 06/30/2022

12 By:  _____

13 Brian Duda, Owner
14 Duda Energy LLC