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10 KEEP AMERICA SAFE AND BEAUTIFUL

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19 KINGPIN TATTOO SUPPLY, LLC

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

22 KEEP AMERICA SAFE AND BEAUTIFUL,

23 Plaintiff,

24 v.

25 KINGPIN TATTOO SUPPLY, LLC; and  
26 DOES 1-30, inclusive,

27 Defendants.

Case No. CGC-23-609937

**[PROPOSED] CONSENT JUDGMENT**

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

1 **1. INTRODUCTION**

2 This Consent Judgment (“**Agreement**”) is entered into by and between plaintiff Keep America  
3 Safe and Beautiful (“**KASB**”) and defendant Kingpin Tattoo Supply, LLC (“**Kingpin**”), with KASB and  
4 Kingpin each individually referred to as a “**Party**” and collectively, as the “**Parties**,” to resolve the  
5 allegations in the First Amended Complaint 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 chemicals known to the State of California  
10 to cause cancer, birth defects or other reproductive harm are disclosed or eliminated from consumer  
11 products sold in California. Kingpin is a person in the course of doing business for purposes of  
12 California Health & Safety Code § 25249.11(b).

13 **1.2 Consumer Product Description**

14 KASB alleges that Kingpin manufactures, imports, distributes and sells vinyl/PVC aprons  
15 containing di(2ethylhexyl) phthalate (“**DEHP**”) and diisononyl phthalate (“**DINP**”) including, but not  
16 limited to, *Half Body Tattoo Apron-Black, SKU: TA-HB-BLK*, in California without providing the  
17 health hazard warning required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition**  
18 **65**”). Kingpin’s aprons are referred to hereinafter as the “**Products**.” Di(2-ethylhexyl) phthalate  
19 (“**DEHP**”) is listed pursuant to Proposition 65 as a chemical known to the State of California to cause  
20 birth defects or other reproductive harm for exposures to DEHP. Diisononyl phthalate (“**DINP**”) is  
21 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

22 **1.3 Notices of Violation**

23 On March 17, 2023, KASB allegedly served Kingpin, the California Attorney General, and  
24 the requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”) and, on  
25 October 6, 2023, KASB served the same parties and entities with an Amended 60-Day Notice of  
26 Violation (“**Amended Notice**”). The Notice and Amended Notice are referred to collectively  
27 hereinafter as the “**Notices**,” alleging Kingpin violated Proposition 65 by failing to warn its customers  
28 and consumers in California that its Products can expose users to DEHP and/or DINP. To the parties’

1 knowledge, no public enforcer has commenced and is diligently prosecuting an action to enforce the  
2 allegations in the Notices.

#### 3 **1.4 Complaint and First Amended Complaint**

4 On October 23, 2023, KASB commenced the instant action (the “Complaint”) naming Kingpin  
5 as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice. On  
6 December 18, 2023, KASB filed the operative First Amended Complaint for Civil Penalties and  
7 Injunctive Relief (“FAC”) in this action.

#### 8 **1.5 No Admission**

9 Kingpin denies the factual and legal allegations contained in the Notices, Complaint, and  
10 First Amended Complaint and maintains that all products it has sold or distributed for sale in  
11 California, including the Products, have been, and are, in compliance with all applicable laws.  
12 Nothing in this Consent Judgment shall constitute or be construed as, nor shall compliance with this  
13 Consent Judgment constitute or be construed as, an admission by Kingpin of any fact, finding,  
14 conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or  
15 otherwise affect the Parties’ obligations, responsibilities, and duties as set forth with specificity in  
16 this Consent Judgment.

#### 17 **1.6 Jurisdiction**

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

#### 23 **1.7 Effective Date**

24 For purposes of this Agreement, “**Effective Date**” shall mean the date on which KASB  
25 serves notice on Kingpin of the Court’s approval of this Consent Judgment and entry of judgment  
26 pursuant to its terms.  
27  
28

1 **2. INJUNCTIVE RELIEF**

2 **2.1 Reformulation Standard**

3 For purposes of this Consent Judgment, “**Reformulated Products**” are defined as Products  
4 which, if they contain di(2-ethylhexyl) phthalate (“DEHP”) and/or diisononyl phthalate (“**DINP**”),  
5 the maximum concentration of DEHP and/or DINP shall each be less than or equal to 0.1 percent  
6 (1,000 parts per million) when analyzed by a laboratory certified or accredited by the State of  
7 California, the United States Food and Drug Administration/Environmental Protection Agency, the  
8 National Environmental Laboratory Accreditation Program, or a member accreditation body of the  
9 International Laboratory Accreditation Cooperation (“**ILAC**”). For purposes of compliance with this  
10 reformulation standard, testing samples shall be prepared and extracted using methodologies  
11 generally accepted by federal or state government agencies to determine phthalate content in a solid  
12 substance.

13 **2.2 Clear and Reasonable Warnings Requirements**

14 Beginning fourteen (14) days after the Effective Date, and continuing thereafter, Kingpin shall  
15 not sell in California, import for sale in California, or permit distribution for sale in California,  
16 Products that are not Reformulated Products unless such Products are accompanied by clear and  
17 reasonable warnings for all such Products provided for sale to customers in California in accordance  
18 with this Section pursuant to Cal. Code Regs, tit. 27, § 25600, et seq. As used in this Agreement,  
19 “**distribute for sale in California**” means to directly ship Product(s) into California, to sell  
20 Product(s) to consumers in California through an e-commerce platform, or to sell Products to a  
21 retailer or distributor Kingpin knows or reasonably should know will sell in or into California. Each  
22 warning shall be prominently placed with such conspicuousness as compared with other words,  
23 statements, or designs as to render it likely to be seen, read, and understood by an ordinary individual  
24 under customary conditions before purchase or use and shall be provided in a manner such that it is  
25 clearly associated with the specific Product to which the warning applies.



1 warnings both on the Product label in accordance with Section 2.2.4 and by prominently displaying  
2 the warning to customers on the webpage prior to purchase or during the checkout process. For third-  
3 party websites, that Kingpin knows or reasonably should know will sell Products to consumers in  
4 California, as a condition of sale, Kingpin shall notify such sellers the Products must be accompanied  
5 by a visible warning, prior to sale, in or into California pursuant to Section 2.2.

### 6 **2.3 Compliance with Warning Regulations**

7 Kingpin shall be deemed to be in compliance with warning requirements pursuant to this  
8 Agreement by complying with warning requirements set forth in Section 2.2.

### 9 **2.4 Grace Period of Existing Inventory**

10 The injunctive requirements of Section 2 shall not apply to the Products that are already in the  
11 stream of commerce as of the Effective Date, which Products are expressly subject to the releases  
12 provided in Section 4.

## 13 **3. MONETARY SETTLEMENT TERMS**

### 14 **3.1 Total Settlement Amount**

15 In full satisfaction of all potential civil penalties, additional settlement payments, attorney  
16 fees, and costs, within twenty (20) days of the Effective Date, Kingpin shall make a total payment of  
17 thirty one thousand dollars (\$31,000) (the "Total Settlement Amount"), apportioned into a Civil  
18 Penalty, and Attorney Fees and Costs as set forth in Paragraphs 3.2 and 3.4, below.

### 19 **3.2 Civil Penalty Payment**

20 Pursuant to California Health and Safety Code § 25249.7(b)(2), and in settlement of all claims  
21 alleged in the Notices, Complaint, and First Amended Complaint, or referred to in this Agreement,  
22 Kingpin agrees to pay \$2,000 in civil penalties. The penalty payment will be allocated in accordance  
23 with California Health and Safety Code §§ 25249.12(c)(1) & (d), with 75% of the penalty amount  
24 paid to OEHHA and the remaining 25% retained by KASB. Within twenty (20) days of the Effective  
25 Date, Kingpin shall issue two separate checks for the civil penalty payment to (a) "OEHHA" in the  
26 amount of \$1,500 and (b) "Seven Hills LLP in trust for Keep America Safe and Beautiful" in the  
27 amount of \$500.

28

1           **3.3     Civil Penalty Payment Addresses**

2           All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA  
3 (Memo Line “Prop 65 Penalties”) at the following addresses:

4           For United States Postal Service Delivery:

For Non-United States Postal Service Delivery:

5                     Mike Gyurics  
6                     Fiscal Operations Branch Chief  
                      Office of Environmental Health Hazard  
                      Assessment  
7                     P.O. Box 4010  
8                     Sacramento, CA 95812-4010

                          Mike Gyurics  
                          Fiscal Operations Branch Chief  
                          Office of Environmental Health Hazard  
                          Assessment  
                          1001 I Street  
                          Sacramento, CA 95814

9           **3.4     Attorney Fees and Costs**

10           Within twenty (20) days of the Effective Date, Kingpin shall pay the total of \$29,000 to  
11 KASB and its counsel as a complete reimbursement for KASB’s attorney’s fees and costs incurred in  
12 investigating, bringing this matter to the attention of Kingpin, and negotiating a settlement. Kingpin’s  
13 payment shall be delivered in the form of one check for \$29,000 payable to “Seven Hills LLP.” All  
14 payments required under Section 3.2 to KASB and 3.4 shall be delivered to:

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

17           **3.5     Tax Documentation**

18           Kingpin agrees to provide a completed IRS 1099 for its payments to, and KASB agrees to  
19 provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties  
20 acknowledge that Kingpin cannot issue any settlement payments pursuant to Section 3.1 through 3.3  
21 above until after Kingpin receives the requisite W-9 forms from KASB’s counsel.

22           **4.     CLAIMS COVERED AND RELEASED**

23           **4.1     KASB’s Release of Proposition 65 Claims**

24           This Consent Judgment is a full, final, and binding resolution of the claims that were or could  
25 have been asserted by KASB arising out of the allegations in the Notices, Complaint, and First  
26 Amended Complaint. KASB, acting on its own behalf, in the public interest, and on behalf of its past  
27 and current agents, representatives, attorneys, successors and assignees (“Releasers”) releases  
28

1 Kingpin, its past and present directors, officers, managers, employees, representatives, agents,  
2 attorneys and their predecessors, successors and assigns, and each downstream entity to whom  
3 Kingpin directly or indirectly distributed or sold the Products including, but not limited to, its  
4 downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and  
5 licensees (“**Kingpin Releasees**”) claims based on the non-compliance with Proposition 65 for alleged  
6 exposures to DEHP and DINP in the Products sold or distributed for sale in California before the  
7 Effective Date, as set forth in the Notices, Complaint, and First Amended Complaint. The Parties  
8 further agree that compliance with this Agreement shall be deemed compliance with Proposition 65  
9 with respect to alleged exposures to DEHP and DINP in the Products except that any e-commerce  
10 website to which Kingpin provides the notice in Title 27 Cal. Code of Regulations section 25602(b)  
11 and which does not provide the warning required by that section, shall not be released for future sales  
12 of the Products.

13 In further consideration of the agreements herein contained, KASB on its own behalf and not  
14 on behalf of the public, and on behalf of its past and current agents, representatives, attorneys,  
15 successors and assignees, but *not* in the public interest, hereby releases waives any and all rights it  
16 may have to institute or participate in, directly or indirectly, any form of legal action, and releases all  
17 claims against Kingpin Releasees including, without limitation, all actions and causes of action, suits,  
18 liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but  
19 not exclusively, investigation fees, expert fees and attorney fees of any nature whatsoever, known or  
20 unknown, in law or equity, fixed or contingent, now or in the future arising under Proposition 65 with  
21 respect to the alleged or actual failure to warn about exposures to DEHP and/or DINP in the Products  
22 manufactured, distributed, sold or offered for sale by Kingpin, or otherwise in the stream of  
23 commerce, before the Effective Date. This general release of the Kingpin Releasees shall be effective  
24 as a full and final accord and satisfaction, as a bar to all claims of any nature, character or kind,  
25 known or unknown, suspected or unsuspected, arising out of alleged violations of Proposition 65 with  
26 respect to the Products manufactured, distributed, sold or offered for sale by Kingpin, before the  
27 Effective Date. KASB certifies that it has read the provisions of California Civil Code Section 1542  
28



1 and have consulted its own counsel regarding that section. KASB waives any and all rights under  
2 California Civil Code Section 1542, which states:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
4 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**  
5 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
6 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**  
7 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

8 KASB has made an investigation of the facts pertaining to this Agreement and to the released claims  
9 as it deems necessary. KASB is aware that it may hereafter discover facts in addition to, contrary to,  
10 or different from those it now knows or believes to be true with respect to the matters set forth herein.  
11 Nevertheless, it is the intention of KASB to fully, finally, and forever settle and release all claims of  
12 any kind or nature whatsoever that were in existence as of the Effective Date of this Agreement. In  
13 furtherance of the Parties' intent, the release in this Agreement shall remain in full and complete  
14 effect notwithstanding the discovery or existence of any additional, contrary, or different facts.

#### 15 **4.2 Kingpin's Release of KASB**

16 Kingpin on its own behalf and on behalf of its past and current agents, representatives,  
17 attorneys, successors, and assignees, hereby waives any and all claims against KASB and its  
18 attorneys and other representatives, for any and all actions taken or statements made by KASB and its  
19 attorneys and other representatives prior to the Effective Date whether in the course of investigating  
20 claims or otherwise seeking to enforce Proposition 65 against it in connection with the Products  
21 provided such statements are not subject to a Confidentiality Agreement between the Parties. This  
22 release of KASB shall be effective as a full and final accord and satisfaction, as a bar to all claims of  
23 any nature, character or kind, known or unknown, suspected or unsuspected, arising out of alleged  
24 violations of Proposition 65 with respect to the Products manufactured, distributed, sold or offered for  
25 sale by Kingpin, before the Effective Date. Kingpin certifies that it has read the provisions of  
26 California Civil Code Section 1542 and have consulted its own counsel regarding that section.  
27 Kingpin waives any and all rights under California Civil Code Section 1542, which states:  
28

1           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
2           **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**  
3           **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
4           **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**  
5           **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

6 Kingpin has made an investigation of the facts pertaining to this Agreement and to the released  
7 claims as it deems necessary. Kingpin is aware that it may hereafter discover facts in addition to,  
8 contrary to, or different from those it now knows or believes to be true with respect to the matters  
9 set forth herein. Nevertheless, it is the intention of Kingpin to fully, finally, and forever settle and  
10 release all claims of any kind or nature whatsoever that were in existence as of the Effective Date  
11 of this Agreement. In furtherance of the Parties' intent, the release in this Agreement shall  
12 remain in full and complete effect notwithstanding the discovery or existence of any additional,  
13 contrary, or different facts.

#### 14           **4.3     Public Benefit**

15           It is the Parties' understanding that the commitments Kingpin has agreed to herein, and  
16 the actions to be taken by Kingpin under this Agreement, confer a public benefit to the general  
17 public as set forth in Cal. Code of Civ. Proc. § 1021.5 and Cal. Admin. Code tit. 11, § 3201.

### 18     **5.     COURT APPROVAL**

#### 19           **5.1     Entry of Consent Judgment**

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

#### 27           **5.2     Void if Not Approved**

28           If this Agreement is not approved by the Court, it shall be void and have no force or effect.

1 **6. SEVERABILITY**

2 If, subsequent to the Court’s approval and entry of this Agreement as a judgment, any  
3 provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining  
4 provisions shall not be adversely affected.

5 **7. GOVERNING LAW**

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

9 **8. NOTICE**

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

13 For Kingpin:

For KASB:

14 Kristin Larson, Esq.  
15 Stradling Yocca Carlson & Rauth  
16 800 Anacapa Street, Suite A  
Santa Barbara, CA 93101

Laralei Paras  
Seven Hills LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

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

19 **9. COUNTERPARTS AND PDF SIGNATURES**

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

23 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

26 **11. ENTIRE AGREEMENT**

27 This Agreement contains the sole and entire agreement and understanding of the Parties with  
28 respect to the entire subject matter hereof, and all prior discussions, negotiations, commitments, or

1 understandings related thereto, if any, are hereby merged herein and therein. There are no warranties,  
2 representations, or other agreements between the Parties except as expressly set forth herein. No  
3 representations, oral or otherwise, express, or implied, other than those specifically referred to in this  
4 Agreement have been made by any Party hereto. No other agreements not specifically contained or  
5 referenced herein, oral, or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

6 **12. MODIFICATION**

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

10 **13. AUTHORIZATION**


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

13 **AGREED TO:**

**AGREED TO:**

14 Date: 07/04/2024

Date: July 2, 2024

15  
16 By: 

By: Hassan Natha

17 Lance Nguyen, CEO  
18 Keep America Safe and Beautiful

Hassan Natha  
Kingpin Tattoo Supply, LLC