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CAL-ROYAL PRODUCTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL, Plaintiff, v. CAL-ROYAL PRODUCTS, INC.; and DOES 1-30, inclusive, Defendants.	Case No. CV0003741 **[PROPOSED] CONSENT JUDGMENT** (Health & Safety Code § 25249.6 et seq. and Code of Civil Procedure § 664.6)

1. INTRODUCTION

This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful ("KASB") and defendant Cal-Royal Products, Inc. ("Cal-Royal Products"), with KASB and Defendant each individually referred to as a "Party" and collectively, as the "Parties," to resolve the allegations in the January 18, 2024, 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* ("Proposition 65").

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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 chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are disclosed or eliminated from consumer products sold in California. Defendant 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 Defendant manufactures, imports, sells, and distributes for sale, in and into California, locks with brass components products, including, but not limited to, the *Cal-Royal One-Sided Deadbolt ID-801 SKU: ID-801 US10B UPC: 6 32963 24965 5* ("Covered Products"), without providing the health hazard warning KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* ("Proposition 65") for Lead (Pb).

1.3 Notice of Violation

On January 18, 2024, KASB served Defendant, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice"), alleging Defendant violated Proposition 65 by failing to warn its customers and consumers in California that its Covered Products can expose users to Lead ("Pb"). No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 Complaint

On August 22, 2024, KASB commenced the instant action ("Complaint"), naming Defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Defendant denies each and every allegation contained in the Notice and Complaint and maintains all products it sold or distributed for sale in California, including the Covered Products, have been, and are, in compliance with all applicable laws and regulations, including Proposition 65. Nothing in this Consent Judgment shall be construed as, nor shall compliance with this Consent Judgment constitute or be construed as, any admission by Defendant of any fact, finding, conclusion of law, issue of law, or violation of law. Defendant maintains it has not knowingly manufactured or

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caused to be manufactured the Covered Products for sale in or into California in violation of Proposition 65. This section shall not, however, diminish or otherwise affect Defendant'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 Defendant as to the allegations contained in the Complaint; venue is proper in Marin County; and the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

2. DEFINITIONS

2.1 Covered Products. The term "Covered Products" means locks with brass components products including *Cal-Royal One-Sided Deadbolt ID-801 SKU: ID-801 US10B UPC: 6 32963 24965 5* manufactured, distributed, shipped into California, sold and / or offered for sale by Defendant to consumers in California or to customers with locations in California, nationwide distribution or an e-commerce platform.

2.2 Effective Date. The term "Effective Date" means the date on which the Court approves this Consent Judgment and enters Judgment pursuant to its terms and all Parties have been provided with a copy.

2.3 Compliance Date. The term "Compliance Date" means the latter of the Effective Date or September 15, 2026.

3. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

3.1 Commitment to Reformulate or Warn

Commencing on the Compliance Date and continuing thereafter, Cal-Royal agrees that all Covered Products either shall meet the Reformulation Standard for Reformulated Products, as defined by Section 3.2, or be accompanied by clear and reasonable warnings pursuant to Section 3.4.

3.2 Reformulation Standard

For purposes of this Agreement, "Reformulated Products" are Covered Products in compliance with the standards set forth in Section 3.3.

3.3 Lead Standard.

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For purposes of this Agreement, "Reformulated Products" are defined as those Covered Products that meet the following criteria:

3.3.2 the brass alloy from which the Covered Products are made shall have no lead as an intentionally added constituent;

3.3.2 the brass alloy from which the Covered Products are made shall have a Lead content by weight of no more than 0.01% (100 parts per million, or "100ppm"); and

3.3.4 yielding a test result of no more than 0.5 microgram of Lead on any exterior surface when sampled pursuant to the NIOSH 9100 testing protocol and analyzed pursuant to EPA 3050B and 6020A.

3.3.4 Test Method Updates. If a new or distinct test method is developed to test the Covered Products that more accurately measures consumer exposure, Defendant may request a modification to this Section of the Consent Judgment pursuant to Section 16.

3.4 Clear and Reasonable Warnings

Commencing on or before the Effective Date, Cal-Royal shall provide clear and reasonable warnings for all Products that are not Reformulated Products and are provided for sale to customers in or into the State of California, in accordance with this Section pursuant to 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 clearly associated with the specific Products to which the warning applies.

(a) Warning Language

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.

Option 2:

⚠ **WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to Lead. See www.P65Warnings.ca.gov.

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Option 3:

⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to Lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

Option 4:

The following warning statement may be used on Covered Products manufactured and labeled prior to January 1, 2028:

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

(b) 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.

(c) On-Product Warnings.

Cal-Royal shall affix a warning to the Covered Product label or otherwise directly on Covered Products it knows are provided for sale to consumers located in California, or e-commerce platforms it knows will sell the Products into California. 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 container, packaging, or wrapper. A warning provided pursuant to Section 3.4(a) must print one of the following words "WARNING:", "CA WARNING:" or "CALIFORNIA WARNING:" in all capital letters and in bold font. The warning symbol to the left of one of the following words, "WARNING:", "CA WARNING:" or "CALIFORNIA 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.

(d) Internet Warnings.

If, after the Compliance Date, Cal-Royal directly sell Covered Products, that are not Reformulated Products, via the Internet through their own website to consumers located in the State of California, then Cal-Royal shall provide warnings for each Covered Product, both on the Covered Product label, in accordance with Section 3.4(c), and by prominently displaying to the consumer during

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or prior to the purchase of the Covered Products, without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using either "WARNING:", "CA WARNING:" or "CALIFORNIA WARNING:" and given in conjunction with the sale of the Covered Products via the internet shall appear either: (a) on the same display page on which the Products are displayed; (b) on the same web page as the virtual cart displaying the Covered Products; (c) on the same web page as the price for the Covered Products; or (d) on one or more web pages displayed to a purchaser prior to or during the checkout process. If the on-Product Warning is one of the warning statements set forth in Options 2-4 in Section 3.4(a), the Internet Warning may use the corresponding warning statement.

Where Cal-Royal sells ships or distributes Covered Products to third-party retailers or e-commerce marketplaces that Cal-Royal knows will sell the Covered Products to California consumers, Cal-Royal will notify them of the internet Warning requirements under this Consent Judgment as a condition of sale of the Covered Products.

4. MONETARY SETTLEMENT TERMS

4.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Defendant agrees to pay a civil penalty of $4,000 within thirty (30) days of the Effective Date. Defendant's 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. Defendant shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of $3,000; and (b) "Seven Hills LLP in Trust for KASB" in the amount of $1,000. KASB's counsel shall deliver to OEHHA and KASB their respective portions of the penalty payment. Defendant shall deliver its civil penalty payments to the address listed in Section 4.3, below.

4.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice and Complaint without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of

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reimbursement to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Consent Judgment to the Office of the California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and costs on appeal, if any. Within thirty (30) days of the Effective Date, Defendant shall issue a check in the amount of $24,000 and made payable to "Seven Hills LLP" for all fees and other costs incurred investigating, bringing this matter to Defendant's attention, litigating, negotiating a settlement in the public interest, obtaining the Court's approval of its terms pursuant to Section 6, and reporting to the California Attorney General. Defendant shall deliver its payment to the address listed in Section 4.3.

4.3 Payments

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

Seven Hills LLP
Attn: Kimberly Gates Johnson
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

5. CLAIMS COVERED AND RELEASED

5.1 KASB's Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of the claims that were or could have been asserted by KASB arising out of the allegations in the Notice and in the Complaint regarding the Covered Products. 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 Defendant, its past and present parents, subsidiaries, affiliated entities, owners, members, directors, officers, employees, attorneys, and each entity to whom Defendant directly or indirectly distributes or sells the Covered Products including, but not limited to its downstream distributors, wholesalers, marketplace hosts, customers, retailers (including, but not limited to Amazon.com), franchisee, cooperative members and licensees ("Releasees") based on the failure to provide a clear and reasonable warning arising under Proposition 65 about alleged exposures to Lead contained in the Covered Products sold through the Compliance Date, as set forth in the Notice and Complaint. The

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Parties further agree that compliance with Section 3 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged exposures to Lead in the Covered Products.

The Parties understand and agree these Section 5.1 releases shall not extend to Releasees who have been instructed by Cal-Royal Products, pursuant to Section 3.4(d), to provide a warning on Covered Products that are not Reformulated Products and who failed to do so. Nothing in these Section 5 releases shall affect KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve Cal-Royal's Covered Products.

5.2 KASB's Individual Release of Claims

In further consideration of the promises and agreements herein contained, KASB, as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that KASB 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 Lead in the Covered Products sold through the Compliance Date, against Defendant and Releasees.

5.3 Defendant's Release of KASB

Defendant, on behalf of itself, its past and current officers, agents, shareholders, employees, predecessors, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives for any and all actions taken or statements made (or those that could have been taken or made) by KASB, 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 Covered Products sold through the Compliance Date.

6. COURT APPROVAL

Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed 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 a judgment pursuant to the terms of this

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Consent Judgment and to judicial approval of their 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.

7. FORCE MAJEURE

The inability of Defendant to comply with any deadline set forth in this Consent Judgment due to an act of terrorism, fire, earthquake, civil disorders, war, or act of God or any other event or occurrence that is beyond the reasonable control of Defendant shall be grounds to move for modification of the deadlines set forth in this Consent Judgment.

8. 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.

9. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within California. In the event Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable, by reason of law, regulation, statute, or otherwise, as to the Covered Products or as to Lead, then Defendant may seek a modification pursuant to Section 16. Nothing in this Consent Judgment shall be interpreted to relieve Defendant from its obligation to comply with any pertinent state or federal law or regulation.

10. 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:

For Cal-Royal Products:

Anthony S. Chavez
Novian & Novian, LLP
1801 Century Park East, Suite 1201
Los Angeles, CA 90067

For KASB:

Kimerly Gates Johnson, Partner
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

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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.

11. COUNTERPARTS AND PDF SIGNATURES

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

12. 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).

13. ENTIRE AGREEMENT

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

14. DRAFTING

The terms of this Consent Judgment have been reviewed by the respective counsel for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this Consent Judgment.

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15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, via remote meeting, and/or in writing and endeavor to resolve the dispute in an amicable manner for a period of at least sixty (60) days from the date the Party provides notice to the other Party of the dispute in accordance with the notice provisions set forth in Section 10. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

16. MODIFICATION

16.1 This Consent Judgment may be modified from time to time by express written agreement of the Parties to which any such modification would apply, with the approval of the Court, or by an order of this Court upon motion and in accordance with law. Notwithstanding the foregoing, if another party seeks to enforce California's Proposition 65 based on exposures to Lead in Covered Products, then Defendant may seek to modify Section 3 of this Consent Judgment to conform with the injunctive relief provided in such judgment. Plaintiff has a right to oppose any such modification, but it shall not withhold its approval without good cause shown. Plaintiff shall be entitled to its reasonable attorneys' fees should its substantive participation become necessary, and Defendant agrees to recompense Plaintiff for its time.

16.2 If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment, the Parties shall meet and confer in writing and endeavor to resolve the dispute in an amicable manner. No action may be filed in the absence of such good faith attempt to resolve the dispute beforehand. Should an exceedance of the reformulation standard(s) in Section 3.2.1 or 3.2.2 be alleged, Defendant must be provided with written notice and data supporting such an allegation and thirty (30) days to address the allegations before an enforcement motion may be filed. No violation of this Consent Judgment shall be deemed to occur if Defendant demonstrates that its own "recent testing", or testing performed within one year of the alleged violations in accordance with the methods set forth above, of the Covered Product at issue is in accordance with Section 3. In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

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17. ENFORCEMENT

Both parties may, by motion or order to show cause before the Marin County Superior Court, enforce the terms and conditions contained in this Consent Judgment. The Parties may seek whatever fines, costs, penalties, or remedies as are provided by law for the other Party's failure to comply with the Consent Judgment.

18. AUTHORIZATION

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

AGREED TO:

Date: 10/8/2026

By: _____

Lance Nguyen, Chief Executive Officer
Keep America Safe and Beautiful

AGREED TO:

Date: 10/5/2026

By: DocuSigned by: David Yashar 4E51DDEAFAED497...

David Yashar, CEO/President
Cal-Royal Products, Inc.

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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: _____

_____
JUDGE OF THE SUPERIOR COURT