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Attorneys for Defendant
XR, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

KEEP AMERICA SAFE AND BEAUTIFUL, Plaintiff, v. XR, LLC; and DOES 1-30, inclusive, Defendants.	Case No. 25CV466972 **[PROPOSED] CONSENT JUDGMENT** (Health & Safety Code § 25249.6 et seq. and Code of Civil Procedure § 664.6)

1. INTRODUCTION

This Consent Judgment ("Settlement" or "Consent Judgment") is entered into by and between plaintiff Keep America Safe and Beautiful ("KASB") and defendant XR, LLC ("XR"), with KASB and XR each individually referred to as a "Party" and collectively, as the "Parties." The Parties enter this Settlement to resolve the allegations in the 60-Day Notice of Violation and

Complaint filed in this action, in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* ("Proposition 65").

1.1 The Parties

KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d). It brought the captioned action as part of its mission to ensure that California consumers receive clear and reasonable warnings regarding the presence of, and the types of harm associated with exposures to, chemicals known to cause cancer and birth defects or other reproductive harm, or to see that these chemicals are eliminated from consumer products sold in California. XR is a "person in the course of doing business" as that phrase is defined by California Health and Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges that XR manufactures, imports, sells, and distributes for sale in California cases for wheel sets containing di(2ethylhexyl) phthalate ("DEHP") including, but not limited to, *Deluxe Wartenberg Wheel Set with Travel Case Item # AG284 UPC: 8 48518 03493 9*. KASB further alleges that XR does so without providing the clear and reasonable warning required by Proposition 65. All such cases for wheel sets sold in or into California by XR and those in its chain of distribution are referred to hereinafter as the "Products." DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects and other reproductive harm.

1.3 Notice of Violation

On December 13, 2024, KASB served XR, the Office of the Attorney General of the State of California ("OAG"), and all other requisite public enforcement agencies with a 60-Day Notice of Violation ("Notice") In the Notice, KASB alleges that XR violated Proposition 65 by failing to warn its customers and consumers in California that the Products can expose users to DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 Complaint

On May 28, 2025, KASB commenced the instant action ("Complaint"), naming XR as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

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

1.6 Jurisdiction

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

1.7 Effective Date

The term "Effective Date" means the date on which the Court approves this Agreement and enters Judgment pursuant to its terms.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Commitment to Reformulate or Warn

Commencing on the Effective Date and continuing thereafter, all Products XR manufactures, imports, sells, ships, or distributes for sale, in or into California, directly or through one or more third party retailers, distributors or other resellers of XR's Products shall meet the Reformulation Standard for Reformulated Products defined by Section 2.2 or be accompanied by a clear and reasonable warning pursuant to Section 2.3, below.

2.2 Reformulation Standard Defined

For purposes of this Consent Judgment, "Reformulated Products" are defined as Products containing no more than 1,000 parts per million (0.1%) di(2-ethylhexyl) phthalate ("DEHP") in any accessible component analyzed by a laboratory certified or accredited by the State of California, the United States Food and Drug Administration/Environmental Protection Agency, the National

Environmental Laboratory Accreditation Program, or a member accreditation body of the International Laboratory Accreditation Cooperation.

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

2.3 Clear and Reasonable Warnings

For all Products manufactured, imported, or packaged after the Effective Date, that are not Reformulated Products meeting the Reformulation Standard established by Section 2.2, above, and that XR sells or distributes for sale in or into California, XR agrees it will provide a clear and reasonable warnings in accordance with this Section and pursuant to Title 27 California Code of Regulations § 25600, et seq, as amended. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

(a) Long-Form Warning

The following Long-Form warning may be used for non-Reformulated Products, i.e., Products containing DEHP in excess of the Reformulation Standard established by Section 2.2, subject to the additional requirements set forth in Sections 2.4 and 2.5, below. The Long-Form warning shall consist of the following statement:

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

(b) Short-Form Warnings

As an alternative to the warning set forth in the preceding subsection, XR may, but is not required to, use the following Short-Form warnings ("Short-Form Warning), subject to the additional

requirements set forth in Sections 2.4 and 2.5, below. A Short-Form Warning provided purusuant to this Section shall include one of the following statements, as applicable:

> ⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to di(2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov.
>
> - Or -
>
> ⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to di(2-ethylhexyl) phthalate (DEHP), a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.
>
> - Or -
>
> For Products manufactured and labeled prior to January 1, 2028, XR may use the following Short-Form warning:
>
> ⚠ **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.

2.4 On-Product Warnings

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

6-point type. In no case shall the warning language text be smaller than any other font size used for consumer information on the Product Label.

2.5 Internet Warnings

If, after the Compliance Date, XR sells Products to consumers in or into California online via the internet, through its own website, or an affiliated website over which XR has direct control, XR shall provide warnings for each Product both on the Product Label in accordance with Section 2.4, and by prominently displaying, or requiring the warning to be prominently displayed on websites to offering the Products for sale to California consumers. Any such warning shall be displayed to California consumers during the purchase of the Products without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word/phrase "WARNING" [or] "CA WARNING" [or] "CALIFORNIA WARNING" given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same web page on which the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The warning shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Products for which it is given in the same type size or larger than other consumer information provided for the Products. For direct customers of XR that it knows or reasonably should know will sell Products other than Reformulated Products to consumers in California online via the internet, XR shall notify such customers that the Products must be accompanied by an online, internet warning, prior to and as a condition of sale, in California, and shall supply the customer with the warning requirements established by this Section.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), XR agrees to pay a civil penalty of $1,500 within thirty (30) days of the Effective Date. XR'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. XR shall issue its payment in two checks

made payable to: (a) "OEHHA" in the amount of $1,125; and (b) "Seven Hills LLP in trust for Keep America Safe and Beautiful" in the amount of $375. KASB's counsel shall deliver to OEHHA and KASB their respective portions of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice without reaching terms on the amount of reimbursement of attorneys' fees and costs. Within thirty (30) days of the Effective Date, XR agrees to pay $21,000 in a check made payable to "Seven Hills LLP." XR's payment under this Section 3.2 shall cover all fees and costs incurred by KASB and its counsel investigating, bringing this matter to XR's attention, negotiating a settlement in the public interest, reporting its terms to Office of the California Attorney General pursuant to Section 10, and obtaining Court approval of this Settlement pursuant to Section 5, below. The payment set forth in this Section 3.2 is the full, final, and complete payment of all attorneys' fees, costs, and expenses of KASB and its counsel incurred through and including entry of this Consent Judgment, and KASB and its counsel waive any right to seek any additional or supplemental fees, costs, or expenses unless such future expenses result from solely from undue delay or failure to timely comply with the injunctive or monetary settlement terms of this Consent Judgment on the part of XR.

3.3 Payments

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

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

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Proposition 65 Claims

This Agreement is a full, final, and binding resolution of all claims for violations of Proposition 65 that were or could have been asserted by KASB arising out of the allegations in the Notice and in the Complaint. KASB, acting on its own behalf, in the public interest, and on behalf of its past and current agents, representatives, attorneys, successors and assignees ("Releasors") releases XR, its past and present parents, subsidiaries, affiliates, divisions, directors, officers, employees,

agents, attorneys, insurers, and its successors and assigns,, and each entity to whom XR directly or indirectly distributes or sells the Products including, but not limited to, its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members, licensors and licensees ("Releasees") based on the alleged or actual failure to provide a clear and reasonable warning under Proposition 65 regarding exposures to DEHP in Products manufactured, sold and/or distributed for sale in California before the Effective. The Parties further agree and understand that compliance with Section 2 of this Agreement shall be deemed compliance with Proposition 65 with respect to exposures to DEHP from the Products. The Parties further understand and agree this Section 4.1 release shall not extend upstream to any entity that manufactured or supplied the Products, or any component parts thereof, for or to XR. Nor shall this release extend downstream to any Releasee instructed by XR to provide an online, internet warning for non-Reformulated Products pursuant to Section 2.5 and who fails to do so.

4.2 KASB's Individual Release of Claims

KASB, in its individual capacity only and not in its representative capacity, also hereby provides a release to XR and Releasees which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of actions, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of KASB of any nature, character, or kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to DEHP in Products manufactured, imported, sold or distributed for sale, in or into the State of California, by XR prior to the Effective Date. The Parties agree and understand that this Section 4.2 release shall not extend upstream to any entity that manufactured or supplied the Products, or any component parts thereof for or to XR. Nor shall this release extend downstream to any Releasee instructed by XR to provide an online, internet warning on Products that are not Reformulated Products and who fails to do so.

4.3 XR's Release of KASB

XR, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys or other representatives, for any action taken or statement made by KASB and its attorneys or other

representatives, whether in the course of investigating the alleged claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

5. 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 Settlement, and to obtain 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.

6. SEVERABILITY

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

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within California. Nothing in this Consent Judgment shall be interpreted to relieve XR from its obligation to comply with any relevant state or federal law or regulation.

8. NOTICE

Unless specified herein, all correspondence and notice required by this Agreement shall be in writing and sent by first class mail:

For XR:

Jonathan W. Brown, Esq.
Lipsitz Green Scime Cambria LLP
42 Delaware Avenue, Suite 120
Buffalo, NY 14202
Email: jbrown@lglaw.com

For KASB:

Brian C. Johnson, Esq.
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
Email: brian@sevenhillsllp.com

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

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

10. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f) and Tit. 11 Cal. Code Regs. § 3003, et seq.

11. ENTIRE AGREEMENT

This Settlement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any prior discussion, negotiation, commitment, or understanding related hereto, if any, are hereby merged. No warranty, representation or other agreement between the Parties exists except as expressly set forth herein. No representation, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by either Party. No other agreement not specifically adressed herein, oral or otherwise, shall be deemed to exist or to bind either of the Parties hereto.

12. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any Party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without first providing written notice to the other Party of the basis for the modification sought, and meeting and conferring in good faith (or attempting to meet and confer in good faith) for a period of not less than thirty (30) days prior to moving the Court for an order modifying the Consent Judgment. In the event the Parties or either Party seek(s) modification of this Consent Judgment by written agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of their intended revision(s) to the Consent Judgment and copies of all moving and supporting papers filed in support of modifying the Settlement prior to the hearing by the Court on a motion for approval of such modification.

13. AUTHORIZATION

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

AGREED TO:

Date: 10/16/2026

By: _____

Lance Nguyen, CEO
KEEP AMERICA SAFE AND BEAUTIFUL

AGREED TO:

Date: _____

By: _____

Ari Suss, CEO
XR, LLC

13. AUTHORIZATION

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

AGREED TO:

Date: _____

By: _____
Lance Nguyen, CEO
KEEP AMERICA SAFE AND BEAUTIFUL

AGREED TO:

Date: 10/15/26

By: _____
Ari Suss, CEO
XR, LLC