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Attorneys for Plaintiff
KEEP AMERICA SAFE AND BEAUTIFUL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

ATLANTIC BRITISH PARTS, LTD.; and
DOES 1-30, inclusive,

Defendants.

Case No. CV0008857

[PROPOSED] **CONSENT JUDGMENT**

1. INTRODUCTION

1.1 The Parties

This Consent Judgment (“**Agreement**”) is entered into by and between plaintiff Keep America Safe and Beautiful (“**KASB**”) and defendant Atlantic British Parts, Ltd. (“**Atlantic**”), with KASB and Atlantic each individually referred to as a “**Party**” and, collectively, the “**Parties**.” KASB is a California nonprofit corporation, proceeding in the public interest, pursuant to California Health & Safety Code § 25249.7(d), to ensure chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are either disclosed or eliminated from products sold in California. Atlantic is a “**person in the course of doing business**,” as defined by Health & Safety Code § 25249.11(b), for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§ 25249.5 et seq. (“**Proposition 65**”).

1 **1.2 General Allegations & Consumer Product Description**

2 KASB alleges that Atlantic manufactures, imports, sells, and distributes for sale, in and into
3 California, vinyl seat cushions containing diisononyl phthalate (“**DINP**”), including, but not limited
4 to, the *Deluxe Center Bottom Seat Cushion in Black Vinyl with Foam Padding for Land Rover Series*
5 *2, 2A, and 3 Item: 4775*, without providing the health hazard warning KASB alleges is required by
6 California Health & Safety Code § 25249.5 et seq. (“**Proposition 65**”). All such vinyl seat cushions
7 are referred to, hereinafter, as the “**Products**.” DINP is listed pursuant to Proposition 65 as a
8 chemical known to the State of California to cause cancer.

9 **1.3 Notice of Violation**

10 On January 21, 2025, KASB served Atlantic, the California Attorney General, and the
11 requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging
12 Atlantic violated Proposition 65 by failing to warn its customers and consumers in California that its
13 Products can expose users to DINP. No public enforcer has commenced and is diligently
14 prosecuting an action to enforce the allegations in the Notice.

15 **1.4 Complaint**

16 On January 20, 2026, KASB commenced the instant action (“**Complaint**”), naming Atlantic
17 as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

18 **1.5 Jurisdiction**

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

23 **1.6 No Admission**

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

1 or otherwise affect Atlantic's obligations, responsibilities, and duties under this Agreement.

2 **1.7 Effective Date**

3 For purposes of this Agreement, "**Effective Date**" shall mean the date on which the Court
4 approves this Agreement.

5 **2. INJUNCTIVE RELIEF: REFORMULATION AND INTERIM WARNINGS**

6 **2.1 Reformulation Commitment**

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

12 **2.2 Reformulation Standard**

13 For purposes of this Agreement, "Reformulated Products" are defined as Products which, if
14 they contain diisononyl phthalate ("**DINP**") contain such chemical in a maximum concentration of
15 less than 0.1 percent (1,000 parts per million) when analyzed by a laboratory certified or accredited
16 by the State of California, the United States Food and Drug Administration/Environmental
17 Protection Agency, the National Environmental Laboratory Accreditation Program, or a member
18 accreditation body of the International Laboratory Accreditation Cooperation ("**ILAC**"). For
19 purposes of compliance with this reformulation standard, testing samples shall be prepared and
20 extracted using Consumer Product Safety Commission ("**CPSC**") methodology CPSC-CH-
21 C1001.09.3 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or
22 other methodologies utilized by federal or state government agencies to determine phthalate content
23 in a solid substance.

24 **2.3 Product Warnings**

25 Commencing on or before the Effective Date, for all Products manufactured, imported, or
26 packaged prior to the Effective Date, that are not Reformulated Products, sold or offered for sale to
27 consumers in California, Atlantic shall provide clear and reasonable warnings to customers in
28 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 is clearly associated with the specific Product to which the warning applies.

2.3.1 Warnings

Option 1: ⚠️**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** This product can expose you to chemicals including diisononyl phthalate (DINP), which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Option 2: ⚠️**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Risk of cancer from exposure to diisononyl phthalate (DINP). See www.P65Warnings.ca.gov.

Option 3: ⚠️**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Can expose you to diisononyl phthalate (DINP), a carcinogen. See www.P65Warnings.ca.gov.

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

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

2.3.2 Foreign Language Requirement. Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

2.3.3 On-Product Warnings. Atlantic 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, nationwide distribution, or e-commerce platforms. 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 or wrapper. A warning provided pursuant to section 2.4.1 must print the word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not use the color yellow, the symbol may be in black and white. The entire warning shall be set off from other surrounding

1 information, enclosed in a box and appear in at least 6-point type but no smaller than the largest type
2 size used for other consumer information on the Products.

3 **2.3.4 Internet Warnings.** Atlantic shall provide warnings for each Product both on
4 the Product label in accordance with Section 2.4.3, and by prominently displaying the warning, or
5 requiring the warning to be prominently displayed on affiliated websites, third party websites or by
6 retail customers, to consumers in California during the purchase of the Products without requiring
7 customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using
8 the word “WARNING” given in conjunction with the sale of the Products via the internet shall
9 appear either: (a) on the same web page the Products are displayed; (b) on the same web page as the
10 virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one
11 or more web pages displayed to a purchaser during the checkout process. The warning shall appear
12 adjacent to or immediately following the display, description, or price of the Products for which it is
13 given in the same type size or larger than other consumer information provided for the Products. If
14 Atlantic sells, ships, or distributes Products to third-party retailers or e-commerce marketplaces, then
15 Atlantic will advise each of them of the internet Warning requirements under this Agreement as a
16 condition of sale of the Products. If the On Product Warning is one of the warning statements set
17 forth in Options 2-4 in Section 2.4.1, then the Internet Warning may use the corresponding warning
18 statement.

19 **3. MONETARY SETTLEMENT TERMS**

20 **3.1 Civil Penalty**

21 Pursuant to Health and Safety Code § 25249.7(b), and in settlement of all claims alleged in
22 the Notice or referred to in this Agreement, Atlantic agrees to pay \$1,000 in civil penalties. Penalty
23 payments shall be allocated in accordance with Health and Safety Code § 25249.12(c)(1) and (d),
24 with 75% of the penalty amount paid to the California Office of Environmental Health Hazard
25 Assessment (“OEHHA”) and the remaining 25% of the penalty amount retained by KASB. Within
26 five (5) days of the Effective Date, Atlantic agrees to pay a non-waivable civil penalty in two
27 separate checks, made payable as follows: (1) “OEHHA” in the amount of \$750; and “Seven Hills in
28 trust for Keep America Safe and Beautiful” in the amount of \$250, and delivered to the address in

1 Section 3.3, below. KASB's counsel shall deliver to KASB and to OEHHHA their respective portions
2 of the civil penalty payments.

3 **3.2 Reimbursement of Attorneys' Fees and Costs**

4 The Parties acknowledge KASB and its counsel offered to resolve this dispute without
5 reaching terms on the amount of fees and costs to be reimbursed, thereby leaving the issue to be
6 resolved after the Parties settled the material terms of this Agreement. Shortly after the Parties
7 finalized all other terms, the Parties negotiated a resolution of the compensation due to KASB and its
8 counsel under general contract principles and the private attorney general doctrine, codified at
9 California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of
10 this Agreement. Under these legal principles, within five (5) days of the Effective Date, Atlantic
11 agrees to pay \$18,500 to KASB and its counsel for investigating, bringing this matter to the attention
12 of Atlantic's management, negotiating a settlement in the public interest, and moving the Court for
13 approval of its terms after reporting the Agreement to the Office of the Attorney General. Atlantic's
14 payment shall be in the form of a check made payable to "Seven Hills LLP" and delivered to the
15 address appearing in the following Section 3.3.

16 **3.3 Payments**

17 All payments required by this Agreement shall be delivered to the following address:

18 Seven Hills LLP
19 1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

20 **4. CLAIMS COVERED AND RELEASED**

21 **4.1 KASB's Release of Atlantic**

22 This Agreement is a full, final and binding resolution between KASB, on behalf of itself and
23 in the public interest, and Atlantic, of any claim that was or could have been asserted by KASB on
24 behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees,
25 against Atlantic, its directors, officers, employees, attorneys, and each entity to whom Atlantic
26 directly or indirectly distributes or sells Products, including, but not limited to, downstream
27 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees
28 (collectively, "**Releasees**"), from violations of Proposition 65 based on their failure to warn about

1 alleged exposures to DINP contained in the Products that were manufactured, distributed, sold and/or
2 offered for sale by Atlantic in California before the Effective Date, as alleged in the Notice and
3 Complaint. The Parties further agree that compliance with Section 2 of this Agreement shall be
4 deemed compliance with Proposition 65 with respect to alleged exposures to DINP in the Products.

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

14 The Parties further understand and agree that this Section 4.1 release shall neither extend
15 upstream to any entities that manufactured the Products or any component parts thereof or any
16 suppliers who sold the Products or any component parts to Atlantic nor downstream to any Releasee
17 who has been instructed by Atlantic pursuant to Section 2.4.4 or Section 2.5 to provide a warning and
18 fails to do. Nothing in this Section affects KASB's right to commence or prosecute an action under
19 Proposition 65 against a Releasee not involving Atlantic's Products.

20 **4.2 Atlantic's Release of KASB**

21 Atlantic, on behalf of itself, its past and current agents, representatives, attorneys, successors,
22 and assignees, hereby waives any and all claims against KASB and its attorneys and other
23 representatives, for any and all actions taken or statements made (or those that could have been taken
24 or made) by KASB and its attorneys and other representatives, whether in the course of investigating
25 claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the
26 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 best
4 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 this
6 section, “best efforts” shall include, at a minimum, supporting the motion for approval, responding to
7 any third-party objection, and appearing at the hearing before the Court, if so requested.

8 **6. SEVERABILITY**

9 If, subsequent to the Effective Date, any of the provision of this Agreement is deemed by a
10 court unenforceable, the validity of the remaining provisions shall not be adversely affected.

11 **7. GOVERNING LAW**

12 The terms of this Agreement shall be governed by and apply within the laws of the State of
13 California. Nothing in this Agreement shall be interpreted to relieve Atlantic from its obligation to
14 comply with pertinent state or federal toxics control laws.

15 **8. NOTICE**

16 Unless specified herein, all correspondence and notice required to be provided by this
17 Agreement shall be in writing and sent by: (i) first-class (registered or certified mail) return receipt
18 requested; or (iii) overnight courier, to one party by the other at the following addresses:

19 For Atlantic:

20 Scott Williams, President
21 Atlantic British Parts, Ltd.
22 6 Enterprise Avenue
Clifton Park, NY 12065

For KASB:

Laralei Paras, Esq.
SEVEN HILLS LLP
1 Embarcadero Center, Suite 100
San Francisco, CA 94111

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

25 **9. COUNTERPARTS AND PDF SIGNATURES**

26 This Agreement may be executed in counterparts and by pdf signature, which shall be
27 deemed an original, and, when taken together, shall be deemed to constitute the same document.
28

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).

11. **ENTIRE AGREEMENT**

This Agreement 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 Agreement 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.

12. **MODIFICATION**

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

13. **AUTHORIZATION**

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

AGREED TO:

Date: 6/9/2026

By: 
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 6/9/26

By: 
Scott Williams, President
Atlantic British Parts, Ltd.