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10 KEEP AMERICA SAFE AND BEAUTIFUL

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18 K & G LATIROVIAN, INC.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF SANTA CLARA – UNLIMITED CIVIL JURISDICTION

21 KEEP AMERICA SAFE AND BEAUTIFUL,

22 Plaintiff,

23 v.

24 AUTOMANN INC.; K & G LATIROVIAN,  
25 INC.; and DOES 1-30, inclusive,

26 Defendants.

Case No. 25CV459547

[PROPOSED]  
**CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent Judgment (“Agreement”) is entered into by and between plaintiff Keep  
4 America Safe and Beautiful (“KASB”) and defendant K & G Latirovian, Inc. (“K & G”), with  
5 KASB and K & G each individually referred to as a “Party” and, collectively, the “Parties.” KASB is  
6 a California-based non-profit organization proceeding in the public interest pursuant to California  
7 Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to  
8 cause cancer, birth defects or other reproductive harm are disclosed in or eliminated from consumer  
9 products sold in California. K & G is a person in the course of doing business for purposes of  
10 California Health & Safety Code § 25249.11(b).

11 **1.2 Consumer Product Description**

12 KASB alleges that K & G sells, ships and offers for sale in California brass accessories  
13 containing the heavy metal, Lead (Pb) including, but not limited to, *Brass PLC Male Elbow Fitting*  
14 *Volvo, 177.V20378449*, without providing the health hazard warning that KASB alleges is required  
15 by California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). Brass accessories are  
16 referred to hereinafter as the “Products.” Lead is listed pursuant to Proposition 65 as a chemical  
17 known to the State of California to cause developmental toxicity, male reproductive toxicity, female  
18 reproductive toxicity, and cancer.

19 **1.3 Notices of Violation**

20 On September 9, 2024, KASB served defendant Automann, Inc., the California Attorney  
21 General, and the requisite public enforcement agencies with a 60-Day Notice of Violation  
22 (“Notice”), alleging Automann violated Proposition 65 by failing to warn its customers and  
23 consumers in California that its brass elbow fittings can expose users to Lead.

24 On March 10, 2025, plaintiff served a Supplemental 60-Day Notice of Violation  
25 (“Supplemental Notice”), on defendant Automann, Inc., K & G, the California Attorney General’s  
26 Office, and the requisite public enforcement agencies, alleging, as a result of defendants’ sales of  
27 brass elbow fittings, consumers in the State of California were, and are, being exposed to Lead  
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1 through their reasonably foreseeable use of the Products as intended without first receiving a “clear  
2 and reasonable warning,” as required by Proposition 65.

3 On or about August 15, 2025, plaintiff served an Amended Supplemental 60-Day Notice of  
4 Violation (“Amended Supplemental Notice”), on defendant Automann, Inc., K & G, the California  
5 Attorney General’s Office, and the requisite public enforcement agencies, alleging, as a result of  
6 defendants’ sales of the Products, consumers in the State of California were, and are, being exposed  
7 to Lead through their reasonably foreseeable use of the Products as intended without first receiving a  
8 “clear and reasonable warning,” as required by Proposition 65. The Notice, Supplemental and  
9 Amended Supplemental Notice are referred to collectively herein as the “Notices.” No public  
10 enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the  
11 Notices.

#### 12 **1.4 Complaint**

13 On January 24, 2025, KASB commenced the instant action (“Complaint”), naming  
14 Automann, Inc. as a defendant for the alleged violations of Proposition 65 that are the subject of the  
15 Notice. On or about July 14, 2025, KASB filed an amendment to the Complaint naming Doe 21 as  
16 K & G Latirovian, Inc. Upon entry of Judgment pursuant to the terms of this Agreement, the  
17 complaint shall be deemed amended. nunc pro tunc. to include the allegations in the Amended  
18 Supplemental Notice.

#### 19 **1.5 Jurisdiction**

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

#### 24 **1.6 No Admission**

25 K & G denies the allegations in the Notices and Complaint and maintains that all products it  
26 has sold or distributed for sale in California, including the Products, have been, and are, in  
27 compliance with all laws. Nothing in this Agreement shall constitute or be construed as, nor shall  
28 compliance with this Agreement constitute or be construed as, an admission by K & G of any fact,

1 finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish  
2 or otherwise affect K & G's obligations, responsibilities, and duties under this Agreement.

3 **1.7 Effective Date**

4 For purposes of this Agreement, "Effective Date" shall mean the date on which the Court  
5 approves this Agreement and enters judgment pursuant to its terms.

6 **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

7 **2.1 Reformulation Commitment**

8 Commencing on the Effective Date and continuing thereafter, all Products K & G sells,  
9 ships, or offers for sale in or into California shall meet the Reformulation Standard for Reformulated  
10 Products, as defined by Section 2.2, or be accompanied by a clear and reasonable warning pursuant  
11 to Section 2.3.

12 **2.2 Reformulation Standard**

13 For purposes of this Agreement, "Reformulated Products" are defined as those Products:

- 14 (a) containing no more than 100 parts per million ("ppm") Lead in any decoration,  
15 description, artwork and/or design on the exterior surface when analyzed pursuant to U.S.  
16 Environmental Protection Agency ("EPA") testing methodologies 3050B and 6020A or equivalent  
17 methodologies utilized by federal or state agencies for the purpose of determining Lead content in a  
18 solid substance; and  
19 (b) yielding a test result of no more than 0.5 microgram of Lead on any exterior surface when  
20 sampled pursuant to the NIOSH 9100 testing protocol and analyzed pursuant to EPA 3050B and  
21 6020A.

22 **2.3 Clear and Reasonable Warnings**

23 For all Product that do not qualify as Reformulated Products provided for sale to customers in  
24 California, K & G shall ensure clear and reasonable warnings are provided in accordance with this  
25 Section pursuant to Cal. Code Regs., tit. 27, § 25600, et seq. Each warning shall be prominently  
26 placed with such conspicuousness as compared with other words, statements, or designs as to render  
27 it likely to be read and understood by an ordinary individual under customary conditions before  
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1 purchase or use and shall be provided in a manner such that it is clearly associated with the specific  
2 Product to which the warning applies.

3 **2.3.1 Warning.** The Warning for Products containing the heavy metal lead known  
4 to cause cancer and birth defects or other reproductive harm, over the Reformulation Standard for  
5 Reformulated Products set forth in Section 2.2 shall consist of one of the following statements:

6 **Option 1:** **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This  
7 product can expose you to chemicals including lead, which is known to the State  
8 of California to cause cancer and birth defects or other reproductive harm. For  
more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

9 **Option 2:** **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of  
10 cancer and reproductive harm from exposure to lead. See  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

11 **Option 3:** **⚠WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can  
12 expose you to lead, a carcinogen and reproductive toxicant. See  
13 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

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

15 **⚠WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

16 Warnings may be provided as set forth herein or as specified in the Prop. 65 regulations as they may  
17 be amended in the future. Each warning shall be prominently placed with such conspicuousness as  
18 compared with other words, statements, or designs as to render it likely to be read and understood by  
19 an ordinary individual under customary conditions before purchase or use and shall be provided in a  
20 manner such that it is clearly associated with the specific Product to which the warning applies.

21 **2.3.2 Foreign Language Requirement.** Where a consumer product sign, label or  
22 shelf tag used to provide a warning includes consumer information, as that term is defined in Cal.  
23 Code Regs., tit. 27, § 25600.1(c) (“Consumer Information”), in languages other than English, the  
24 warning must also be provided in those languages in addition to English.

25 **2.3.3 Product Warnings.** K & G shall ensure a warning is affixed to the Product  
26 label or otherwise directly on each Product. For the purpose of this Agreement, “Product label”  
27 means a display of written, printed or graphic material that is printed on or affixed to each of a  
28 Product or its immediate wrapper, but not on the outside of the shipping container. A warning

1 provided pursuant to Section 2.3.1 must print the word “**WARNING:**” in all capital letters and in  
2 bold font. The warning symbol to the left of the word “**WARNING:**” must be a black exclamation  
3 point in a yellow equilateral triangle with a black outline, except that if the labeling does not use the  
4 color yellow, then the symbol may be in black and white. The entire warning shall appear in a type  
5 size no smaller than the largest type size used for other Consumer Information on the Products.

6 **2.3.4 Catalog Warnings.** If, after the Effective Date, K & G prints new catalogs and  
7 sells Products through such catalogs to customers located in California or with nationwide  
8 distribution, K & G shall ensure a warning is provided for each Product both on the Product label in  
9 accordance with Section 2.3.3, and in the catalog in a manner that clearly associates the warning with  
10 the *specific* Product being purchased. Any warning provided in a mail order catalog shall be in the  
11 same type size or larger than other consumer information provided for the Product within the catalog  
12 and shall be provided on the same page and in the same location as the display and/or description of  
13 the Product. If the On Product Warning is one of the warning statements set forth in Options 2-4 in  
14 Section 2.3.1, the Catalog Warning may use the corresponding warning statement.

15 **2.3.5 Internet Warnings.** If, after the Effective Date, K & G sells Products via the  
16 internet on websites over which it has control, K & G shall ensure a warning is provided for each  
17 Product both on the Product label in accordance with Section 2.3.3, and by prominently displaying, or  
18 requiring the warning to be prominently displayed on affiliated websites, third party websites or by  
19 retail customers, to consumers in California during the purchase of the Products without requiring  
20 customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using  
21 the word “**WARNING**” given in conjunction with the sale of the Products via the internet shall  
22 appear either: (a) on the same web page on which the Products are displayed; (b) on the same web  
23 page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or  
24 (d) on one or more web pages displayed to a purchaser during the checkout process. The warning  
25 shall appear adjacent to or immediately following the display, description, or price of the Products for  
26 which it is given in the same type size or larger than other consumer information provided for the  
27 Products. For third party websites over which K & G has no control, K & G shall instruct it’s the  
28 website or website purveyor to provide the warning required by this Section as a condition of sale of

1 the Products and shall supply the applicable warning requirements, pursuant to Sections 2.3. If the On  
2 Product Warning is one of the warning statements set forth in Options 2-4 in Section 2.3.1, the  
3 Internet Warning may use the corresponding warning statement.

4 **3. MONETARY SETTLEMENT TERMS**

5 **3.1 Initial Civil Penalty**

6 Pursuant to Health and Safety Code § 25249.7(b), K & G agrees to pay a civil penalty of  
7 \$2,000 within five (5) business days of the Effective Date. K & G's civil penalty payment will be  
8 allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent  
9 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment  
10 ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. K & G shall issue its  
11 payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,500; and (b) "Seven  
12 Hills in Trust for KASB" in the amount of \$500. KASB's counsel shall deliver to OEHHA and  
13 KASB their respective portion of the penalty payment.

14 **3.2 Reimbursement of Attorneys' Fees and Costs**

15 KASB and its counsel offered to resolve the allegations in the Notice without reaching terms  
16 on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the  
17 other material settlement terms, they negotiated and reached an accord on the amount of  
18 reimbursement to be paid to KASB's counsel, under general contract principles and the private  
19 attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work  
20 performed through the mutual execution and reporting of this Agreement to the Office of the  
21 California Attorney General.

22 Within five (5) business days of the Effective Date, K & G agrees to issue two (2) separate  
23 checks in the amount of \$12,500 payable to "Seven Hills LLP", the second check may be post-dated  
24 to thirty (30) days after the Effective Date, for a total of \$25,000 in settlement of the amount of  
25 reimbursement of all fees and costs incurred investigating, bringing this matter to K & G's attention,  
26 negotiating a settlement in the public interest, and reporting its terms to Office of the California  
27 Attorney General pursuant to Section 9. No check shall be deposited until on or after the check date.  
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**3.3 Payments**

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

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

**4. CLAIMS COVERED AND RELEASED**

**4.1 KASB’s Release of K & G**

This Agreement is a full, final and binding resolution between KASB, on behalf of itself and in the public interest, and K & G, of any claim that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against K & G, its directors, officers, employees, attorneys, Kahgo Group, Inc., and each entity to whom K & G directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, “Releasees”), from violations of Proposition 65 based on their failure to warn about alleged exposures to Lead contained in the Products that were manufactured, distributed, sold and/or offered for sale by K & G in California before the Effective Date, as alleged in the Notices and Complaint. The Parties further agree that compliance with Section 2 of this Agreement shall be deemed compliance with Proposition 65 with respect to alleged exposures to Lead in the Products.

In further consideration of the promises and agreements herein contained, KASB, 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 Products manufactured, distributed, sold and/or offered for sale by K & G, before the Effective Date (collectively, “Claims”), against K & G and Releasees.



1 Nothing in this Section affects KASB's right to commence or prosecute an action under  
2 Proposition 65 against a Releasee that does not involve K & G's Products.

3 **4.2 K & G's Release of KASB**

4 K & G, on behalf of itself, its past and current agents, representatives, attorneys, successors,  
5 and assignees, hereby waives any and all claims against KASB and its attorneys and other  
6 representatives, for any and all actions taken or statements made (or those that could have been taken  
7 or made) by KASB and its attorneys and other representatives, whether in the course of investigating  
8 claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the  
9 Products.

10 **5. SEVERABILITY**

11 If, subsequent to the execution of this Agreement, any provision of this Agreement is deemed  
12 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely  
13 affected.

14 **6. GOVERNING LAW**

15 The terms of this Agreement shall be governed by the laws of the State of California and  
16 apply within California. Nothing in this Agreement shall be interpreted to relieve K & G from its  
17 obligation to comply with any pertinent state or federal law or regulation.

18 **7. NOTICE**

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

22 For K & G:

23 Ara M. Baghdassarian, Managing Partner  
24 Baghdassarian Law Group  
25 16130 Ventura Boulevard, Suite 550  
Encino, CA 91436

For KASB:

Laralei Paras, Partner  
Seven Hills LLP  
1 Embarcadero Center, Suite 1200  
San Francisco, CA 94111

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

1 **8. COUNTERPARTS AND PDF SIGNATURES**

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

5 **9. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

8 **10. ENTIRE AGREEMENT**

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

17 **11. MODIFICATION**

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

21 **12. AUTHORIZATION**

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

24 **AGREED TO:**

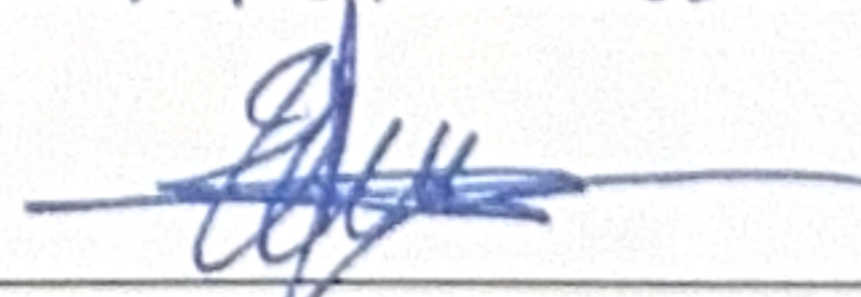
25 Date: 10/21/2025

26 By: 

27 Lance Nguyen, CEO  
28 Keep America Safe and Beautiful

**AGREED TO:**

Date: 10/21/2025

By: 

Kabrail Latirovian, CEO  
K & G Latirovian, Inc.