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10 KEEP AMERICA SAFE AND BEAUTIFUL

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18 INTERCOMP COMPANY

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF MARIN  
21 UNLIMITED CIVIL JURISDICTION

22 KEEP AMERICA SAFE AND BEAUTIFUL,

23 Plaintiff,

24 v.

25 INTERCOMP COMPANY; and DOES 1-  
26 30, inclusive,

27 Defendants.

Case No. CV0007453

**[PROPOSED] CONSENT JUDGMENT**

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

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful  
3 (“KASB”) and defendant Intercomp Company, with KASB and Intercomp each individually referred to  
4 as a “Party” and collectively, as the “Parties,” to resolve the allegations in the June 26, 2025, 60-Day  
5 Notice of Violation, August 27, 2025 Supplemental 60-Day Notice of Violation, and September 30,  
6 2025, Second Supplemental 60-Day Notice of Violation in compliance with the Safe Drinking Water  
7 and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

8 **1.1 The Parties**

9 KASB is a California-based non-profit organization proceeding in the public interest pursuant  
10 to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of  
11 California to cause cancer, birth defects, or other reproductive harm are disclosed or eliminated from  
12 consumer products sold in California. Intercomp is a person in the course of doing business for  
13 purposes of California Health & Safety Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 KASB alleges that Intercomp manufactures, imports, sells, or distributes for sale in California  
16 (1) pressure gauges with brass components containing the heavy metal, Lead, including, but not  
17 limited to, *Intercomp 2.5” Glow-in-the-Dark Air Pressure Gauge (60 PSI), Mfg. Part #: 360070*, (2)  
18 brass pressure gauge adapters containing the heavy metal, Lead, including but not limited to,  
19 *Intercomp Racing Shock Gauge Adapters*, and (3) gauges with vinyl cases containing di(2-  
20 ethylhexyl)phthalate (“DEHP”), including but not limited to, *Tire Tread Depth Gauge, Item: 360109*,  
21 without providing the health hazard warning KASB alleges is required by California Health & Safety  
22 Code § 25249.5 *et seq.* (“Proposition 65”). All such pressure gauges with brass components, brass  
23 pressure gauge adapters, and gauges with vinyl cases are referred to hereinafter collectively as the  
24 “Products.” Lead and DEHP are listed pursuant to Proposition 65 as chemicals known to the State  
25 of California to cause cancer and birth defects or other reproductive harm.

26 **1.3 Notices of Violation**

27 KASB served Intercomp, the California Attorney General, and the requisite public  
28 enforcement agencies with a June 26, 2025, 60-Day Notice of Violation, an August 27, 2025

1 Supplemental 60-Day Notice of Violation, and a September 30, 2025, Second Supplemental 60-Day  
2 Notice of Violation (collectively, “**Notices**”), alleging Intercomp violated Proposition 65 by failing to  
3 warn its customers and consumers in California that the Products can expose users to Lead and DEHP.  
4 No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations  
5 set forth in the Notices.

#### 6 **1.4 Complaint**

7 On September 5, 2025, KASB commenced the instant action by filing a Complaint, followed  
8 on December 22, 2025, by an Amended Complaint (“**Complaint**”), naming Intercomp as a defendant  
9 for the alleged violations of Proposition 65 that are the subject of the Notices.

#### 10 **1.5 No Admission**

11 Intercomp denies the material, factual and legal allegations contained in the Notices and  
12 Complaint and maintains that all products it sold or distributed for sale in California, including the  
13 Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall be  
14 construed as, nor shall compliance with this Consent Judgment constitute or be construed as, an  
15 admission by Intercomp of any fact, finding, conclusion of law, issue of law, or violation of law. This  
16 section shall not, however, diminish or otherwise affect Intercomp’s obligations, responsibilities, and  
17 duties under this Consent Judgment. Intercomp maintains that it has not knowingly manufactured or  
18 caused to be manufactured the Products for sale in California in violation of Proposition 65.

#### 19 **1.6 Jurisdiction**

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

#### 24 **1.7 Effective Date**

25 The term “Effective Date” means the date on which the Court approves this Consent Judgment  
26 and enters Judgment pursuant to its terms.

## 27 **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

### 28 **2.1 Commitment to Reformulate or Warn**

1 Commencing on the Effective Date and continuing thereafter, all Products Intercomp  
2 manufactures, imports, sells, ships, or distributes for sale, in or into California, directly or through  
3 one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard  
4 for Lead Reformulated Products or DEHP Reformulated Products, as defined by Section 2.2 or be  
5 accompanied by a clear and reasonable warning pursuant to Sections 2.3-2.5.

## 6 **2.2 Reformulation Standard Defined**

7 (a) For purposes of this Consent Judgment, “**Lead Reformulated Products**” are defined  
8 as those Products meeting the following criteria:

9 (1) the brass alloy from which the Products are made shall have no lead as an  
10 intentionally added constituent;

11 (2) the brass alloy from which the Products are made shall have a lead content by  
12 weight of no more than 0.009% (90 parts per million, or “90 ppm”); and

13 (3) yielding a test result of no more than 1.0 microgram of Lead per 100 square  
14 centimeter area (1.0 ug/100 cm<sup>2</sup>) when sampled pursuant to the NIOSH 9100  
15 testing protocol.

16 (b) For purposes of this Consent Judgment, “**DEHP Reformulated Products**” shall  
17 contain such chemical in a maximum concentration of less than 0.1 percent (1,000 parts per million)  
18 when analyzed by a laboratory certified or accredited by the State of California, the United States  
19 Food and Drug Administration/Environmental Protection Agency, the National Environmental  
20 Laboratory Accreditation Program, or a member accreditation body of the International Laboratory  
21 Accreditation Cooperation.

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


## 27 **2.3 Clear and Reasonable Warnings**

28


1 For purposes of this Consent Judgment, a “clear and reasonable warning” shall mean a  
2 warning in accordance with this Section and pursuant to California Health & Safety Code § 25249.5  
3 *et seq.* and title 27 California Code of Regulations (“Cal. Code Regs.”) § 25600 *et seq.*, as may be  
4 amended from time to time.

5 Each warning provided shall be prominently placed with such conspicuousness, when  
6 compared with other words, statements, designs, or devices, as to render it likely to be read and  
7 understood by an ordinary individual under customary conditions prior to purchase or use. Each  
8 warning shall be provided in a manner such that the consumer or user understands to which *specific*  
9 Product the warning applies, to minimize the risk of consumer confusion. For purposes of this  
10 Agreement, the following warnings shall be deemed clear and reasonable:


11 **(a) For Products containing Lead:**

12  **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This  
13 product can expose you to chemicals including Lead, which is known to the State  
14 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).


15 **(b) For Products containing DEHP:**

16  **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This  
17 product can expose you to chemicals including di(2-ethylhexyl)phthalate (DEHP),  
18 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](http://www.P65Warnings.ca.gov).


19 **OR**

20  **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of  
21 cancer and reproductive harm from exposure to di(2-ethylhexyl)phthalate (DEHP).  
22 See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

23 **OR**

24  **WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can  
25 expose you to di(2-ethylhexyl)phthalate (DEHP), a carcinogen and reproductive  
toxicant. See [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

26 Or, for Products manufactured and labeled prior to January 1, 2028:

27  **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

1           (c)     **Foreign Language Requirement.** Where a consumer product sign, label or shelf tag  
2 used to provide a warning includes consumer information, as that term is defined in Title 27  
3 California Code of Regulations § 25600.1(c) (“Consumer Information”), in languages other than  
4 English, then the warning must also be provided in those languages in addition to English.

#### 5           **2.4     On-Product Warning Requirements**

6           Intercomp shall affix one of the foregoing warnings on the “Product Label”, its immediate  
7 packaging or labeling, or directly on each Product manufactured, imported, distributed, sold or  
8 otherwise provided or intended to be provided for sale to consumers in or into California and does  
9 not meet the Reformulation Standard. “Product Label” is defined as a display of written, printed or  
10 graphic material printed on or affixed to a Product or its immediate container or wrapper. The entire  
11 warning shall appear in at least 6-point type.

12           Warnings provided pursuant to Section 2.3 must print the words “**WARNING:**”, “**CA**  
13 **WARNING:**”, or “**CALIFORNIA WARNING:**” in all capital letters and in bold font, followed by  
14 a colon. The warning symbol to the left of the warning must be a black exclamation point in a yellow  
15 equilateral triangle with a black outline, except, if the sign or label for the Products does not use the  
16 color yellow, then the symbol may be in black and white. The symbol must be in a size no smaller  
17 than the height of the words “**WARNING:**”, “**CA WARNING:**”, or “**CALIFORNIA WARNING:**”  
18 The warning may be contained in the same section of the packaging, labeling, or instruction booklet  
19 that states other safety warnings, if any, concerning the use of the Products and shall be at least the  
20 same size as those other safety warnings.

#### 21           **2.5     Internet Product Warning Requirements**

22           For any Products that are manufactured, imported, distributed, sold, or offered for sale via the  
23 internet to purchasers located in California, Intercomp shall cause a clear and reasonable warning for  
24 each such Product to be provided to the purchaser prior to completion of the purchase. The internet  
25 warning requirement may be satisfied by any of the following methods: (a) a warning displayed on  
26 the Product display page; (b) a clearly marked hyperlink using the word “**WARNING,**” “**CA**  
27 **WARNING,**” or “**CALIFORNIA WARNING**” on the Product display page that links directly to the  
28 warning; or (c) an otherwise prominently displayed warning provided to the purchaser prior to

1 completing the purchase, such that the purchaser is not required to search for the warning in the  
2 general content of the website. If Intercomp elects to use Short-Form warning content for DEHP  
3 pursuant to Section 2.3(b), the internet warning may use the same Short-Form content, subject to  
4 Sections 2.4 and this Section 2.5.

5 For Products sold or offered for sale through third-party retailers, distributors, or e-commerce  
6 marketplaces, Intercomp's obligations under this Section 2.5 are limited to those third-party websites  
7 for which Intercomp has a contractual or practical ability to require or implement the placement of  
8 an internet warning. For such third-party websites, Intercomp shall provide written notice of the  
9 internet warning requirements and the applicable warning language (or artwork) to the third-party  
10 retailer, distributor, or marketplace operator, as a condition of sale.

11 Intercomp shall not be deemed in breach of this Consent Judgment based solely on the  
12 failure of an independent third party to display an internet warning where Intercomp lacks the  
13 contractual or practical ability to require or implement the placement of the warning, provided  
14 Intercomp has timely provided the written notice and warning content described above as a condition  
15 of sale.

## 16 **2.6 Customer Notification**

17 Within thirty (30) days after the Effective Date, Intercomp shall send a letter, electronic or  
18 otherwise ("Notification Letter"), to: (1) each customer with a California ship-to address to which  
19 Intercomp supplied Products between June 26, 2024 and June 26, 2025, to the extent reasonably  
20 identifiable from Intercomp's business records; and (2) each other customer that is a retailer or  
21 distributor that Intercomp reasonably believes, based on its business records, may have inventory of  
22 Products supplied between June 26, 2022 and June 26, 2025 for sale or distribution in California.  
23 Intercomp's obligation to identify affected customers is limited to commercially reasonable efforts  
24 and has no obligation to identify affected customers beyond reviewing its business records  
25 maintained in the ordinary course of business.

26 The Notification Letter shall state that it is being provided pursuant to a court-approved  
27 Proposition 65 consent judgment resolving allegations regarding warnings, and shall advise that the  
28 Products may expose users to Lead and/or DEHP, chemicals known to the State of California to cause

1 cancer and/or birth defects or other reproductive harm. The Notification Letter shall further state that  
2 Intercomp denies the allegations and does not admit any violation of law or that any Product is  
3 unsafe, and that the Notification Letter is not a product safety recall.

4 The Notification Letter shall instruct the recipient that Products may not be sold or offered for  
5 sale in California unless they are either: (a) returned to Intercomp for a refund; or (b) provided with a  
6 Proposition 65 warning in a manner consistent with this Consent Judgment (including, as applicable,  
7 on-product warnings under Section 2.4 and/or internet warnings under Section 2.5). Intercomp shall  
8 provide warning labels and/or warning language for use by the recipient.

9 If the recipient elects to return Products, Intercomp shall, upon request, provide a shipping  
10 label with the return address and postage paid by Intercomp. If the recipient is a retailer or distributor,  
11 Intercomp shall, upon request, provide adhesive warning labels containing the warning statements  
12 below for use on packaging prior to sale in California:

13 **⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** This product can  
14 expose you to Lead, which is known to the State of California to cause cancer and birth defects or  
15 other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

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

### 18 **3. MONETARY SETTLEMENT TERMS**

#### 19 **3.1 Civil Penalty**

20 Pursuant to Health and Safety Code § 25249.7(b), Intercomp agrees to pay a civil penalty of  
21 \$3,500 within ten (10) business days of the Effective Date. Intercomp’s civil penalty payment will be  
22 allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent  
23 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment  
24 (“OEHHA”), and the remaining twenty-five percent (25%) retained by KASB. Intercomp shall issue  
25 its payment in two checks made payable to: (a) “OEHHA” in the amount of \$2,625; and (b) “Seven  
26 Hills LLP in Trust for Keep America Safe and Beautiful” in the amount of \$875. KASB’s counsel  
27 shall deliver to OEHHA and KASB their respective portions of the penalty payment. Intercomp shall  
28 deliver its civil penalty payments to the address listed in Section 3.3, below.

1           **3.2 Reimbursement of Attorneys' Fees and Costs**

2           KASB and its counsel offered to resolve the allegations in the Notices and Complaint without  
3 reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties  
4 finalized the other material settlement terms, they negotiated and reached an accord on the amount of  
5 reimbursement to be paid to KASB's counsel, under general contract principles and the private  
6 attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work  
7 performed through the mutual execution and reporting of this Consent Judgment to the Office of the  
8 California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and costs  
9 on appeal, if any. Within ten (10) business days of the Effective Date, Intercomp shall issue a check  
10 in the amount of \$37,500 and made payable to "Seven Hills LLP" for all fees and other costs incurred  
11 investigating, bringing this matter to Intercomp's attention, litigating, negotiating a settlement in the  
12 public interest, obtaining the Court's approval of its terms pursuant to Section 5, and reporting to the  
13 California Attorney General. Intercomp shall deliver its payment to the address listed in Section 3.3.

14           **3.3 Payments**

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

17                         Seven Hills LLP  
18                         Attn: Laralei Paras  
19                         1 Embarcadero Center, Suite 1200  
                              San Francisco, CA 94111

20 **4. CLAIMS COVERED AND RELEASED**

21           **4.1 KASB's Release of Proposition 65 Claims**

22           This Consent Judgment is a full, final, and binding resolution of the claims that were asserted  
23 by KASB arising out of the allegations in the Notice and in the Complaint. KASB, acting on its own  
24 behalf, in the public interest, and on behalf of its past and current agents, representatives, attorneys,  
25 successors and assignees ("**Releasors**") releases Intercomp and each entity to whom Intercomp  
26 directly or indirectly distributes or sells the Products including, but not limited to its downstream  
27 distributors, wholesalers, marketplace hosts, customers, retailers, franchisee, cooperative members  
28 and licensees ("**Releasees**") based on the failure to provide a clear and reasonable warning under

1 Proposition 65 about alleged exposures to Lead or DEHP contained in the Products that were  
2 manufactured, processed, distributed, sold and/or offered for sale in California before the Effective  
3 Date, as set forth in the Notices and Complaint. The Parties further agree that compliance with Section  
4 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged  
5 exposures to Lead or DEHP in the Products.

6 The Parties further understand and agree that this Section 4.1 release shall neither extend (a)  
7 to upstream entities that manufactured the Products or any component parts thereof, or any  
8 distributors or suppliers who sold the Products or any component parts thereof to Intercomp nor (b)  
9 to Releasees who have been instructed by Intercomp pursuant to Sections 2.5 and 2.6, to provide a  
10 warning on Products that are not Lead Reformulated Products or DEHP Reformulated Products and  
11 have failed to do so. Nothing in this Section affects KASB's right to commence or prosecute an  
12 action under Proposition 65 against a Releasee that does not involve Intercomp's Products. The  
13 Parties further agree that compliance with Section 2 of this Consent Judgment shall be deemed  
14 compliance with Proposition 65 with respect to alleged exposures to Lead or DEHP in the Products.

#### 15 **4.2 KASB's Individual Release of Claims**

16 In further consideration of the promises and agreements herein contained, KASB, as an  
17 individual and *not* on behalf of the public, on behalf of itself, its past and current agents,  
18 representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to  
19 institute or participate in, directly or indirectly, any form of legal action and releases all claims that  
20 KASB may have, including, without limitation, all actions, and causes of action, in law or in equity,  
21 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses, including,  
22 but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65  
23 with respect to Lead or DEHP in the Products manufactured, distributed, sold and/or offered for sale  
24 by Intercomp and sold in or into California before the Effective Date, against Intercomp and  
25 Releasees. The Parties understand and agree that this Section 4.2 release shall not extend upstream to  
26 any entities that sold, supplied, or manufactured the Products or any component parts thereof to  
27 Intercomp.

1           **4.3    Intercomp’s Release of KASB**

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

8           **5.       COURT APPROVAL**

9           Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed  
10 motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best  
11 efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this  
12 Consent Judgment and to judicial approval of their settlement in a timely manner. For purposes of this  
13 section, “best efforts” shall include, at a minimum, supporting the motion for approval, responding to  
14 any third-party objection, and appearing at the hearing before the Court, if so requested.

15           **6.       ENFORCEMENT; NOTICE AND CURE**

16           Before filing any motion to enforce this Consent Judgment (including any motion seeking  
17 sanctions, penalties, or attorneys’ fees), KASB shall provide Intercomp with written notice of the  
18 alleged non-compliance, describing with reasonable specificity the factual basis for the allegation and  
19 the provisions allegedly violated (“Notice of Non-Compliance”). Intercomp shall have thirty (30)  
20 days from receipt of the Notice of Non-Compliance to cure the alleged non-compliance or to provide  
21 a written response explaining why it contends it is in compliance or why the alleged non-compliance  
22 cannot reasonably be cured within thirty (30) days. If cure requires additional time due to production  
23 lead times, website/platform implementation, or similar practical constraints, Intercomp shall be  
24 deemed to be acting in good faith so long as it commences cure within the initial thirty (30) days and  
25 proceeds with commercially reasonable diligence to complete cure.

26           The Parties shall meet and confer in good faith within ten (10) business days after Intercomp’s  
27 written response (or earlier upon request) to attempt to resolve any dispute before seeking Court  
28

1 intervention. No enforcement motion shall be filed unless and until the meet-and-confer has occurred  
2 and the dispute remains unresolved.

3 Attorneys' fees and costs incurred in connection with any enforcement proceeding shall not be  
4 recoverable if the Court finds that Intercomp did not materially breach this Consent Judgment.  
5 Plaintiff shall be entitled to its reasonable fees and costs actually incurred in connection with the  
6 proven, uncured material breach.

7 **7. SEVERABILITY**

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

11 **8. GOVERNING LAW**

12 The terms of this Consent Judgment shall be governed by the laws of the State of California  
13 and apply within California. In the event Proposition 65 is repealed, preempted, or is otherwise  
14 rendered inapplicable, by reason of law, generally, as to the Products or as to DEHP and/or Lead, then  
15 Intercomp may seek to modify this Consent Judgment pursuant to Section 12. Nothing in this Consent  
16 Judgment shall be interpreted to relieve Intercomp from its obligation to comply with any pertinent  
17 state or federal law or regulation.

18 **9. NOTICE**

19 Unless specified herein, all correspondence and notice required by this Consent Judgment shall  
20 be in 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 Intercomp:

23 John V. Picone III, Esq.  
24 Spencer Fane LLP  
25 225 West Santa Clara St., Suite 1500  
San Jose, CA 95113

For KASB:

Laralei Paras, Esq.  
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 **10. COUNTERPARTS AND PDF SIGNATURES**

2 This Consent Judgment may be executed in counterparts and by portable document format  
3 (pdf) 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 **11. 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 **12. ENTIRE AGREEMENT**

9 This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
10 with 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 Consent Judgment 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 **13. MODIFICATION**

18 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
19 the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of  
20 any party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek  
21 modification of this Consent Judgment without first providing written notice to the other Party of the  
22 basis for the modification sought and meeting and conferring in good faith prior to moving the Court  
23 for an order modifying the Consent Judgment. In the event the Parties or either Party seek(s)  
24 modification of this Consent Judgment by written agreement or on noticed motion by the Court, the  
25 Party or Parties shall provide the OAG with no less than 45 days notice of their intended revision(s)  
26 to the Consent Judgment prior to reporting the revised agreement to the OAG or the date of any hearing  
27 by the Court on a motion for such modification.

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**14. 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:**

**AGREED TO:**

Date: 05/30/2026

Date: 05/28/2026

By:   
Lance Nguyen, CEO  
Keep America Safe and Beautiful

Bill Kroll  
By: \_\_\_\_\_  
William Kroll, CEO  
Intercomp Company