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KEEP AMERICA SAFE AND BEAUTIFUL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

TITAN MOTORSPORTS INC.; and DOES 1-30, inclusive,

Defendants.

Case No. CV0009264

[PROPOSED] CONSENT JUDGMENT

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

1. INTRODUCTION

This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful ("KASB") and defendant Titan Motorsports Inc. ("Titan"), with KASB and Titan each individually referred to as a "Party" and collectively, as the "Parties," to resolve the allegations in the November 18, 2025 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and 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) to ensure that chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are disclosed or eliminated from consumer products sold in California. Titan 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 Titan manufactured, imported, sold, or distributed for sale in California two specific, discrete products, models, or stock keeping units (aka SKUs) without providing the health hazard warning KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* ("Proposition 65"). These products are specifically identified as and limited to (i) a pressure sensor with brass components alleged to contain the heavy metal, Lead, identified as the *Titan Motorsports 0-150 PSIg Brass Pressure Sensor* (the "Lead Product"), and (ii) a vinyl banners alleged to contain di(2-ethylhexyl)phthalate ("DEHP") identified as the *Titan Motorsports Vinyl Banner SKU: TMS ACC-112* (the "DEHP Product"). These specific (i) sensors with brass components and (ii) vinyl banners are referred to hereinafter individually as either the Lead Product or DEHP Product and, collectively, as the "Covered Products." Lead and DEHP are listed pursuant to Proposition 65 as chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Notice of Violation

On November 18, 2025, KASB served Titan, the Office of the California Attorney General ("OAG"), and all other requisite public enforcement agencies with a 60-Day Notice of Violation

("Notice"). In its Notice, KASB alleges that Titan violated Proposition 65 by failing to warn its customers and consumers in California that the Products can expose users to Lead and DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

1.4 Complaint

On February 26, 2026, KASB commenced the instant action ("Complaint"), naming Titan as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Titan denies the material, factual and legal allegations contained in the Notice and Complaint and maintains that for the all of the products it sold or distributed for sale in California, including the Covered Products comply with all laws. Neither any term of this Consent Judgment nor Titan's compliance with its terms shall be construed as an admission by Titan of any fact, finding, conclusion of law, issue of law, or violation of law, such being specifically denied by Titan, including, but not limited to, any admission related to exposure or failure to warn. This section shall not, however, diminish or otherwise affect Titan's obligations, responsibilities, and duties under this Consent Judgment.

1.6 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Titan as to the allegations in the Complaint, venue is proper in the Marin County Superior Court; and that the Court has and retains jurisdiction to enter, enforce and modify the provisions of this Consent Judgment, 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 Consent Judgment and enters Judgment pursuant to its terms.

1.8 Compliance Date

For purposes of this Consent Judgment, the term "Compliance Date" shall mean sixty (60) days after the Effective Dates.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Commitment to Reformulate or Warn

Commencing on the Compliance Date and continuing thereafter, the Covered Products Titan manufactures for sale in the State of California, imports, sells, ships, or distributes for sale, in or into California, directly or through one or more third party retailers or e-commerce marketplaces that Titan knows or has reason to know will sell the Covered Products in California, shall meet the Reformulation Standard for Lead Reformulated Products or DEHP Reformulated Products, as defined by Section 2.2 or be accompanied by a clear and reasonable warning pursuant to Sections 2.3-2.5.

2.2 Reformulation Standards Defined

(a) **Reformulation Standard for Lead Reformulated Products**

For purposes of this Consent Judgment, "Lead Reformulated Products" are defined as Lead Products meeting the following criteria:

(1) the brass alloy from which the Lead Product is made shall have no lead as an intentionally added constituent;

(2) the brass alloy from which the Lead Product is made shall have a lead content by weight of no more than 0.009% (90 parts per million, or "90 ppm"); and

(3) the Lead Product shall yield a test result of no more than 1.0 microgram of Lead on the Product's entire surface area when sampled pursuant to the NIOSH 9100 testing protocol (collectively, the "Lead Reformulation Standard").

(b) **Reformulation Standard for DEHP Reformulated Products**

For purposes of this Consent Judgment, "DEHP Reformulated Products" shall contain DEHP in a maximum concentration of no more than 0.1 percent (1,000 parts per million) when 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 the Reformulation Standard applicable to a DEHP

Reformulated Product, all 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 "DEHP Reformulation Standard").

2.3 Clear and Reasonable Warnings

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

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

(a) **Long-Form Warnings**

The "Long-Form Warning(s)" for Products containing DEHP and/or Lead in excess of the Reformulation Standards set forth in Section 2.2 above, as applicable, Titan shall provide one or more of the following warnings as appropriate:

> ⚠**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.

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

A warning provided pursuant to this Section 2.3(a) 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 yellow, then the symbol may be in black and white.

(b) **Short-Form Warnings**

Titan may, but is not required to, use the following short-form warnings as set forth in this Section 2.3(b) ("Short-Form Warning"), subject to the additional requirements in Section 2.3(c), below, as follows:

> ⚠**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 –
>
> ⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to Lead a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.
>
> - Or –
>
> ⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Risk of cancer and reproductive harm from exposure to Lead. See www.P65Warnings.ca.gov.
>
> - Or –

The following Short-Form warning statement may be used on Products containing DEHP and/or Lead, as appropriate, manufactured and labeled prior to January 1, 2028, regardless of when the product is sold to a consumer:

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

(c) **Foreign Language Requirement.** Where a consumer product sign, label or shelf tag

used to provide a warning includes consumer information, as that term is defined in Title 27 California Code of Regulations § 25600.1(c) ("Consumer Information"), in languages other than English, then the warning must also be provided in those languages in addition to English.

2.4 On-Product Warning Requirements

Titan shall affix one of the foregoing warnings on the "Product Label", the Covered Products' immediate packaging or labeling, or directly on each Covered Product manufactured, imported, distributed, sold or otherwise provided or intended to be provided for sale to consumers in or into California that do not meet the Lead and/or DEHP Reformulation Standard, defined in Section 2.3 above, as appropriate. "Product Label" is defined as any display of written, printed or graphic material printed on or affixed to a Covered Product or its immediate container or wrapper. The entire warning shall appear in at least 6-point type. Warnings provided pursuant to Section 2.3 must print the words "**WARNING:**", "**CA WARNING:**", or "**CALIFORNIA WARNING:**" in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the warning must be a black exclamation point in a yellow equilateral triangle with a black outline, except, if the sign or label for the Products does not use yellow, then the symbol may be in black and white. The symbol must be in a size no smaller than the height of the words "**WARNING:**", "**CA WARNING:**", or "**CALIFORNIA WARNING:**" The warning may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of either the Lead Product and/or DEHP Product and shall be at least the same size as those other safety warnings.

2.5 Internet Product Warning Requirements

For Covered Products manufactured, imported, distributed, sold or offered for sale via the internet to customers located in California, or sold in or into California by entities Titan knows or reasonably should know sell or resell its Covered Products online via the internet in or into California and that do not meet the Lead and/or DEHP Reformulation Standard, defined in Section 2.3 above, as appropriate, Titan shall provide warnings for each Covered Product, both on the product label in accordance with Section 2.4, and: (a) a warning on the product display page; (b) a clearly marked hyperlink using the word "WARNING" or words "CA WARNING" or "CALIFORNIA WARNING

"on the product display page that links to the Product warning; or (c) by an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase, such that the consumer does not have to seek out the information being provided. If the warning is provided using the Short-Form Warning content, pursuant to Section 2.3(b), then the warning provided on the website may use the same content. "Prominently displayed" is defined to mean the consumer does not have to search for it in the general content of the website. Where Titan sells, ships, or distributes Covered Products to downstream entities it knows or reasonably should know resell its Covered Products in or into California via the internet, as of the Compliance Date, Titan shall advise them of the internet warning requirements under this Agreement and require the provision of online warnings by such downstream individuals or entities prior to and as a condition of sale of the Products in or into California.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

With regard to all claims that have been raised or which could have been raised by KASB in the Notice and Complaint, pursuant to Health and Safety Code § 25249.7(b), Titan agrees to pay a civil penalty of $1,000 within ten (10) business days of the Effective Date or following Titan's receipt of ACH bank wire information and IRS form W9s for each of the payees, whichever is later. Titan'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.

Titan shall issue its payment in either (a) two checks made payable to: (i) "OEHHA" in the amount of $750; and (ii) "Seven Hills LLP in Trust for Keep America Safe and Beautiful" in the amount of $250, or (b) a single check made payable to: (i) "OEHHA" in the amount of $750 and an ACH bank wire transfer to Seven Hills IOLTA (interest on lawyers trust account), at Titan's election. KASB's counsel shall be responsible for delivering to OEHHA and KASB their respective portions of Titan's civil penalty payments. If Titan elects to mail either or both of its civil penalty payments by mail, it shall deliver such payment(s) to the address listed in Section 3.3, below.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice and Complaint without reaching terms on the amount of reimbursement of attorneys' fees and costs. After the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Consent Judgment to the OAG and entry of Judgment pursuant its terms, but exclusive of fees and costs on appeal, if any. Within ten (10) business days of the Effective Date or following Titan's receipt of ACH bank wire information and IRS form W9s for each of the payees, whichever is later, Titan shall either: (a) issue a check in the amount of $16,000 and made payable to "Seven Hills LLP" to the address detailed in Section 3.3, below; or (b) remit an ACH bank wire transfer in the amount of $16,000 to Seven Hills LLP, according to instructions provided by KASB's counsel at Titan's election. Titan's payment pursuant to this Section shall cover all fees and other costs incurred investigating, bringing this matter to Titan's attention, litigating, negotiating a settlement in the public interest, obtaining the Court's approval of its terms pursuant to Section 5, and reporting to the Parties' settlement to the OAG.

3.3 Payments

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

Seven Hills LLP
Attn: Brian C. Johnson
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. ENFORCEMENT

In the event that KASB alleged that any Covered Product is above the Reformulation Standard for Lead Reformulated Products or DEHP Reformulated Products (and for which KASB alleges that no warning has been provided pursuing to Section 2), KASB shall inform Titan in a reasonably prompt manner of its test results, including information sufficient to permit Titan to identify the Covered Products at issue. Titan shall, within thirty (30) days following such notice,

provide KASB with testing information demonstrating Titan's compliance with Section 2 if warranted. The Parties shall first attempt to resolve the matter prior to KASB taking any further action pursuing to the Section.

5. CLAIMS COVERED AND RELEASED

5.1 KASB's Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of the alleged violations of Proposition 65 that have been or could have been asserted by KASB, on behalf of itself and on behalf of the public interest, 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 assigns ("Releasors") releases Titan and each entity to whom Titan directly or indirectly distributes or sells the Covered Products, as specifically defined and limited by Section 1.2, including, but not limited to Titan's downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members, and licensees, ("Releasees") based on the failure to provide a clear and reasonable warning under Proposition 65 about alleged exposures to Lead in Lead Products and/or DEHP in DEHP Products manufactured, processed, distributed, sold and/or offered for sale in the State of California by Titan prior to the Compliance Date.

The Parties further agree that compliance with Section 2 of this Consent Judgment by Titan shall be deemed compliance with Proposition 65 with respect to alleged exposures to Lead or DEHP in the Covered Products.

The Parties further understand and agree that this Section 5.1 release shall neither extend (a) to upstream entities who manufactured or otherwise supplied the Covered Products or any component part(s) thereof for Titan, (b) nor shall this Section 5.1 release extend downstream to Downstream Releasees who have instructed by Titan pursuant to Section 2.5 to provide a warning on Covered Products that are not Lead Reformulated Products or DEHP Reformulated Products and

have failed to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Downstream Releasee that does not involve a Covered Product.

5.2 KASB's Individual Release of Claims

In further consideration of the promises and agreements herein contained, KASB, as an individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all of KASB's rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that KASB may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses, including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to Lead in Lead Products and/or DEHP in DEHP Products manufactured, distributed, sold and/or offered for sale in or into the State of California by Titan prior to the Compliance Date.

5.3 Titan's Release of KASB

Titan, on behalf of itself, its past and current officers, agents, shareholders, employees, predecessors, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives for any and all actions taken or statements made by KASB, its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Covered Products.

5.4 Mutual Waiver of Unknown Claims

KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one hand, and Titan, on the other hand, each acknowledge that the claims in this Consent Judgment include all known and unknown claims pertaining to the failure to warn of exposures to Lead in Lead Products and/or DEHP in DEHP Products sold in California before the Effective Date, except as provided in Section 4.1, above, and each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining to the failure to warn of exposures to DEHP in Products sold in California that may have existed prior to and including the Effective Date, except as provided in Section 5.1. California Civil Code section 1542 reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542 and agree to waive the same as well as any statute of similar import or meaning of any other jurisdiction.

6. COURT APPROVAL

Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall promptly file a noticed motion for judicial approval of this Consent Judgment at its sole cost and expense. 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 Consent Judgment and to judicial approval of their settlement in a timely manner. For purposes of this Section, "best efforts" shall include, at a minimum, supporting the motion for approval, responding to any third-party objection, and appearing at the hearing before the Court, if so requested.

7. SEVERABILITY

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

8. GOVERNING LAW

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

9. NOTICE

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

For Titan:

Nirav Deliwala, President
Titan Motorsports Inc.
11370 Boggy Creek Road
Orlando, FL 32824

For KASB:

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

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

10. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Consent Judgment 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.

11. 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).

12. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the subject matter hereof. Any and all prior discussions, negotiations, commitments, or understandings 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 any Party hereto. No agreement specifically contained herein shall be deemed to exist or to bind either of the Parties hereto.

13. 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 to resolve the dispute informally prior to moving the Court for an order modifying the Consent Judgment. No action **or** motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand**.** 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 prior to reporting the revised agreement to the OAG or the date of any hearing by the Court on a motion for such modification.

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment 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: 08/03/2026

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

AGREED TO:

Date: 07/31/2026

By: _____
Nirav Deliwala, President
TITAN MOTORSPORTS INC.