

Brian C. Johnson, State Bar No. 235965
SEVEN HILLS LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111
Telephone: (415) 926-7247
brian@sevenhillsllp.com

Attorneys for Plaintiff
KEEP AMERICA SAFE AND BEAUTIFUL

Carsten Alting
HALL BOOTH SMITH, P.C.
191 Peachtree Street NE, Suite 2900
Atlanta, GA 30303
Telephone: (404) 954-5000
calting@hallboothsmith.com

Attorneys for Defendant
ROSLE USA CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

ROSLE USA CORP.; and DOES 1-30,
inclusive,

Defendants.

Case No. CGC-26-635024

**[PROPOSED] PROPOSITION 65
SETTLEMENT AND CONSENT
JUDGMENT**

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

Case Filed: March 19, 2026
Trial: None Set

1 **1. INTRODUCTION**

2 This Consent Judgment is entered by and between plaintiff Keep America Safe and Beautiful
3 (KASB”) and defendant ROSLE USA Corp. (“ROSLE”), with KASB and ROSLE each individually
4 referred to as a “Party” and collectively, as the “Parties,” to resolve the disputed allegations in KASB’s
5 January 7, 2026, 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic
6 Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

7 **1.1 The Parties**

8 KASB is a California-based non-profit organization proceeding in the public interest pursuant
9 to California Health & Safety Code § 25249.7(d), It brought this private enforcement action as part of
10 its mission to ensure that chemicals known to the State of California to cause cancer and birth defects
11 or other reproductive harm are disclosed to California consumers or eliminated from consumer
12 products sold in California. KASB alleges that ROSLE is a “person in the course of doing business”
13 as that phrase is defined by California Health & Safety Code § 25249.11(b). ROSLE denies that
14 allegation and enters this Consent Judgment solely to resolve disputed claims.

15 **1.2 Consumer Product Description**

16 KASB alleges that ROSLE imports, sells and distributes for sale in California Barbecue
17 Scrapers with Brass Components containing the heavy metal, “Lead”, including the *Universal*
18 *Scraper SCRAP X 20 cm 7.9 in. UPC: 4 004293 253934 Item No: 25393*. KASB further alleges
19 ROSLE does so without providing the clear and reasonable health hazard warning required by
20 California Health & Safety Code § 25249.5 *et seq.* (“Proposition 65”). All such Barbecue Scrapers
21 with Brass Components are referred to hereinafter as the “Products.” Lead is listed pursuant to
22 Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or
23 other reproductive harm.

24 **1.3 Notice of Violation**

25 On January 7, 2026, KASB served ROSLE, the Office of the California Attorney General
26 (“OAG”), and all other requisite public enforcement agencies with a 60-Day Notice of Violation
27 (“Notice”). In the Notice, KASB alleges ROSLE violated Proposition 65 by failing to warn its
28 customers and consumers in California that the Products can expose users to Lead. No public

1 enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in
2 the Notice.

3 **1.4 Complaint**

4 On March 19, 2026, KASB commenced the instant action (“Complaint”), naming ROSLE as
5 a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

6 **1.5 No Admission**

7 ROSLE denies the material, factual and legal allegations contained in the Notice and
8 Complaint and maintains that all products it sold or distributed for sale in California, including the
9 Products, comply with all laws. Neither any term of this Consent Judgment nor ROSLE’s compliance
10 with its terms shall be deemed an admission by ROSLE of any fact, finding, legal issue or conclusion,
11 or violation of law. This Section shall not, however, diminish or otherwise affect ROSLE’s
12 obligations, responsibilities, and duties under this Consent Judgment.

13 **1.6 Jurisdiction**

14 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
15 jurisdiction over ROSLE as to the allegations in the Complaint; that venue is proper in the Superior
16 Court for the County of San Francisco; and that the Court has jurisdiction pursuant to Code of Civil
17 Procedure § 664.6 to retain jurisdiction to oversee and enforce the provisions of this Consent
18 Judgment.

19 **1.7 Effective Date**

20 The term “Effective Date” means the date on which the Court enters an order approving this
21 Consent Judgment and enters Judgment pursuant to its terms as contemplated by Section 10, below.

22 **2. INJUNCTIVE RELIEF: REFORMULATION, WARNINGS AND NOTIFICATION**

23 **2.1 Commitment to Provide Reformulated Products and/or Warnings**

24 Commencing on the Effective Date and continuing thereafter, all Products ROSLE
25 manufactures, imports, packages, sells, ships, provides, or distributes for sale in or into California,
26 directly or through third-party customers ROSLE knows or reasonably should know offer the
27
28

Products for sale in or into California, shall either qualify as Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and reasonable warning pursuant to Section 2.3.

2.2 Reformulation Standard, Reformulated Products Defined

For purposes of this Agreement, “Reformulated Products” are defined as Products meeting the following criteria:

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

(b) 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

(c) 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”).

2.3 Clear and Reasonable Warnings

Commencing on the Effective Date and continuing thereafter, for all Products sold or distributed for sale in California that do not meet the Reformulation Standard for Reformulated Products defined in Section 2.2, above, ROSLE shall provide clear and reasonable warnings in accordance with this Section and pursuant to Title 27 California Code of Regulations § 25600, et seq., as amended. Each warning shall be prominently placed with such conspicuousness 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 before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

(a) **Long-Form Warnings.** A warning provided pursuant to this Consent Judgment shall consist of the following “Long-Form Warning” statement:

⚠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.

1 (b) **Short-Form Warnings.** In lieu of the Long-Form Warning set forth above,
2 ROSLE may, but is not required to, use one of the following “Short-Form Warning” statements, as
3 appropriate and subject to the additional requirements set forth in Sections 2.4 and 2.5, below:

4 **⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Risk of
5 cancer and reproductive harm from exposure to Lead. See www.P65Warnings.ca.gov.

6 - Or -

7 **⚠ WARNING [or] CA WARNING [or] CALIFORNIA WARNING:** Can expose
8 you to Lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov.

9 - Or -

10 The following Short-Form Warning statement may be used on Products containing Lead
11 manufactured and labeled prior to January 1, 2028:

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

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

16 2.4 Product Warnings

17 Commencing on the Effective Date and continuing thereafter, for all Products sold and/or
18 offered for sale in California that do not meet the definition of “Reformulated Products” established
19 by Section 2.2, above. ROSLE shall affix a warning to the Product label, packaging, or otherwise
20 directly on Products provided for sale to consumers in California and to customers ROSLE knows or
21 reasonably should know offer internet sales, maintain retail outlets in California or engage in
22 nationwide distribution. For purposes of this Agreement, “Product label” means any display of
23 written, printed or graphic material printed on or affixed to a Product or its immediate container or
24 packaging. A warning provided pursuant to section 2.3(a) or (b) must print the word “**WARNING:**”
25 in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**”
26 must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the
27 labeling does not use yellow, the symbol may be in black and white. The entire warning shall appear
28

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

3 **2.5 Internet Warnings**

4 If, after the Effective Date, ROSLE sells Products other than Reformulated Products via the
5 internet, through its own website(s), affiliated websites or a third-party website operated by any
6 customer ROSLE knows or reasonably should know sell the Products online to California consumers,
7 or to customers with retail outlets in California or that offer nationwide distribution, then ROSLE
8 shall provide warnings for each Product both on the Product label in accordance with Section 2.4, and
9 by prominently displaying, or requiring the warning to be prominently displayed to California
10 consumers during their online purchase of the Product without requiring customers to seek out the
11 warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**”
12 given in conjunction with the sale of the Products via the internet shall appear (a) on the same web
13 page on which the Products are displayed; (b) via a clearly marked hyperlink using the word
14 “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA WARNING**” on the product
15 display page that links to the warning; or (c) as an otherwise prominently displayed warning provided
16 to the purchaser prior to completing the purchase (which does not include a warning in the general
17 content section of the website). For websites operated by customers that ROSLE knows or reasonably
18 should know sell or offer to the Products for sale online to consumers in California, ROSLE shall
19 notify such customers of the requirement that the Products must be accompanied by an online
20 warning prior to and as a condition of sale in or into California. In all such cases, ROSLE shall
21 provide the reseller of its Products with the internet warning requirements established by this Section
22 2.5.

23 **3. MONETARY SETTLEMENT TERMS**

24 **3.1 Civil Penalty**

25 Pursuant to Health and Safety Code § 25249.7(b), ROSLE agrees to pay a civil penalty of
26 \$2,000 within ten (10) days of the Effective Date. ROSLE’s civil penalty payment will be allocated
27 according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the
28 penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and

1 the remaining twenty-five percent (25%) retained by KASB. ROSLE shall deliver its payment in two
2 checks made payable to: (a) "OEHHA" in the amount of \$1,500; and (b) "Seven Hills LLP in trust for
3 Keep America Safe and Beautiful" in the amount of \$500. KASB's counsel shall deliver OEHHA and
4 KASB their respective portions of ROSLE's penalty payment.

5 **3.2 Reimbursement of Attorneys' Fees and Costs**

6 After the Parties finalized all other material settlement terms, they negotiated ROSLE's
7 reimbursement of a portion of BSF's attorneys' fees and costs. The Parties and their counsel
8 negotiated ROSLE's reimbursement of BSF's attorneys' fees and costs under general contract
9 principles and the private attorney general doctrine codified at California Code of Civil Procedure
10 § 1021.5, for all work performed through the mutual execution and reporting of this Agreement to
11 the OAG. Within five (5) business days of the Effective Date, ROSLE agrees to issue a check in the
12 amount of \$24,000 payable to "Seven Hills LLP." ROSLE's payment pursuant to this Section 3.2
13 shall cover all fees and costs incurred by BSF and its counsel investigating, bringing this matter to
14 ROSLE's attention, negotiating a settlement in the public interest, and reporting its terms to OAG
15 pursuant to Section 10.

16 **3.3 Payments**

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

19 Seven Hills LLP
20 Attn: Laralei Paras, Esq.
21 1 Embarcadero Center, Suite 1200
22 San Francisco, CA 94111

22 **4. CLAIMS COVERED AND RELEASED**

23 **4.1 KASB's Release of Proposition 65 Claims**

24 This Consent Judgment is a full, final, and binding resolution of the claims that were or could
25 have been asserted by KASB arising out of the alleged violations of Proposition 65 that are the
26 subject of the Notice and Complaint. KASB, acting on its own behalf, in the public interest, and on
27 behalf of its past and current agents, representatives, attorneys, successors and assignees
28 ("Releasers") releases ROSLE, its past and present parents, subsidiaries, affiliated entities under

1 common ownership, directors, officers, employees, attorneys, and each entity to whom ROSLE
2 directly or indirectly distributes or sells the Products including, but not limited to, its downstream
3 distributors, wholesalers, marketplace hosts, customers, retailers, franchisees, cooperative members,
4 and licensees ("Releasees") based on the alleged or actual failure to provide a clear and reasonable
5 warning under Proposition 65 for exposures to Lead in Products sold and distributed for sale in
6 California before the Effective Date. ROSLE's compliance with Section 2 of this Consent Judgment
7 shall be deemed compliance with Proposition 65 with respect to exposures to Lead in the Products.

8 The Parties further understand and agree this Section 4.1 release shall not extend (i) upstream
9 to any entity who supplied the Products, or any component part thereof, to ROSLE, (ii) nor shall it
10 extend downstream to any individual or entity instructed by ROSLE, pursuant to Section 2.5, to
11 provide an online warning for the Products and who fails to do so. Nothing in this Section 4.1 release
12 shall affect KASB's right to commence or prosecute an action under Proposition 65 against a
13 Releasee that does not involve ROSLE's Products.

14 **4.2 KASB's Individual Release of Claims**

15 KASB, in its individual capacity as a nonprofit corporation only and *not* in any representative
16 capacity, also hereby provides a release to ROSLE and Releasees which shall be effective as a full
17 and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,
18 attorneys' fees, damages, losses, claims, liabilities and demands of KASB of any nature, character, or
19 kind arising out of alleged or actual exposures to Lead in Products sold or distributed for sale by
20 ROSLE prior to the Effective Date.

21 The Parties further understand and agree this Section 4.2 release shall not extend (i) upstream
22 to any entity who supplied the Products, or any component part thereof, to ROSLE, (ii) nor shall it
23 extend downstream to any individual or entity instructed by ROSLE, pursuant to Section 2.5, above,
24 to provide an online warning for the Products and who fails to do so. Nothing in this Section 4.2
25 release shall affect KASB's right to commence or prosecute an action under Proposition 65 against
26 any Releasee that does not involve ROSLE's Products.

27 **4.3 ROSLE's Release of KASB**

28

1 ROSLE, on its own behalf and on behalf of its past and current agents, representatives,
2 attorneys, successors, and assignees, hereby waives all claims against KASB and its attorneys and
3 other representatives, for any action taken or statement made by KASB and its attorneys and other
4 representatives, whether in the course of investigating claims or otherwise seeking to enforce
5 Proposition 65 against it in this matter with respect to the Products.

6 **5. COURT APPROVAL**

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

14 **6. SEVERABILITY**

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

18 **7. GOVERNING LAW**

19 The terms of this Consent Judgment shall be governed by the laws of the State of California
20 and apply within California. If Proposition 65 is repealed, preempted, or otherwise rendered
21 inapplicable by reason of law generally, or as to the Products, then ROSLE may seek to modify this
22 Consent Judgment pursuant to Section 12, below. Nothing in this Consent Judgment shall be
23 interpreted to relieve ROSLE from its obligation to comply with any applicable state or federal law or
24 regulation.

25 **8. NOTICE**

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

1 For ROSLE:

2 Henning Klempp, President
3 ROSLE USA Corp.
4 3325 N.W. 70th Avenue
Miami, FL 33122

For KASB:

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

5 With a copy to:

6 Carsten Alting, Esq.
7 Hall Booth Smith, P.C.
191 Peachtree Street NE, Suite 2900
Atlanta, GA 30303

8
9 Any Party may, from time to time, specify in writing to the other Party a change of address to which
10 all notices and other communications shall be sent.

11 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

15 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

18 **11. ENTIRE AGREEMENT**

19 This Consent Judgment contains the sole and entire agreement and understanding of the
20 Parties with respect to the subject matter hereof. All prior discussions, negotiations, commitments, or
21 understandings related hereto, if any, are hereby merged. No warranty representation, or other
22 agreement between the Parties exists except as expressly set forth herein. No representation, oral or
23 otherwise, express or implied, other than those specifically set forth in this Agreement have been
24 made by either of the Parties. No other agreement not specifically contained herein shall be deemed
25 to exist or to bind either of the Parties.

26 **12. MODIFICATION**

27 This Consent Judgment may be modified only by (i) a written agreement of the Parties and
28 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 (or attempting to meet and confer) in good faith for a period of not less than thirty (30) days prior to moving the Court for an order modifying the Consent Judgment. In the event the Parties or either Party seek(s) modification of this Consent Judgment by written agreement or on a noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45 days' notice of their intended revision(s) to the Consent Judgment and all moving papers in support of any motion to modify the Consent Judgment prior to any hearing thereon by the Court.

13. AUTHORIZATION

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

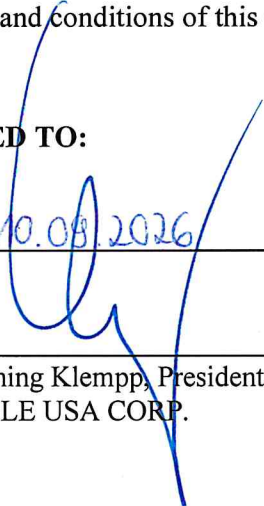
AGREED TO:

Date: 9/14/2026

By: 
Lance Nguyen, CEO
KEEP AMERICA SAFE AND
BEAUTIFUL

AGREED TO:

Date: 10.08.2026

By: 
Henning Klempp, President
ROSLE USA CORP.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to California Health & Safety Code § 25249.7(f)(4) and California Code of Civil Procedure § 664.6, Judgment is entered in accordance with the terms of this Proposition 65 Settlement and Consent Judgment. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure §664.6.

IT IS SO ORDERED.

Dated: _____

SUPERIOR COURT JUDGE