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Attorneys for Defendant
SPECIALTY AUTO PARTS U.S.A., INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

BLUE SKY FOREVER,

Plaintiff,

v.

SPECIALTY AUTO PARTS U.S.A., INC.;
and DOES 1-30, inclusive,

Defendants.

Case No. CV0009898

[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 Blue Sky Forever (“**BSF**”) and defendant Specialty Auto Parts U.S.A., Inc. (“**Specialty Auto**”), with BSF and Specialty Auto each individually referred to as a “**Party**” and collectively, as the “**Parties**,” to resolve the allegations in the January 7, 2026, 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“**Proposition 65**”).

1.1 The Parties

BSF 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. Specialty Auto is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

BSF alleges that Specialty Auto manufactures, imports, sells, or distributes for sale in California oil pressure testers with brass components containing the heavy metal, Lead, including, but not limited to, *Proform Oil Pressure Tester, Part No. 67405, UPC 0 37995 51405 2*, without providing the health hazard warning BSF alleges is required by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). All such oil pressure testers with brass components are referred to hereinafter as the “**Products**.” Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Notice of Violation

On January 7, 2026, BSF served Specialty Auto, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Specialty Auto violated Proposition 65 by failing to warn its customers and consumers in California that the Products can expose users to Lead. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

1.4 Complaint

On April 24, 2026, BSF commenced the instant action (“**Complaint**”), naming Specialty Auto as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Specialty Auto denies the material, factual and legal allegations contained in the Notice and Complaint and maintains that all products it sold or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall be construed as, nor shall compliance with this Consent Judgment constitute or be construed as, an admission by Specialty Auto of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Specialty Auto’s obligations, responsibilities, and duties under this Consent Judgment. Specialty Auto maintains that it has not knowingly manufactured or caused to be manufactured the Products for sale in California in violation of Proposition 65. Nothing in this Consent Judgment shall be interpreted as an admission regarding the presence, absence, or level of Lead in any Product. Nothing in this Consent Judgment shall be interpreted to impose obligations beyond those expressly required by Proposition 65.

1.6 Jurisdiction

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

1.7 Effective Date and Compliance Date

For purposes of this Consent Judgment, the term “Effective Date” shall mean the date on which the Court approves this Consent Judgment and enters Judgment pursuant to its terms. For purposes of this Consent Judgment, the term “Compliance Date” shall mean 30 calendar days after the Effective Date. BSF will not object to Specialty Auto’s motion to modify this Consent Judgment due to supply chain or manufacturing disruptions so long as Specialty Auto serves the Department of Justice of the Office of the Attorney General of the State of California by email to Prop65.Motions@doj.ca.gov forty-five (45) days before the motion to modify this Consent Judgment is heard.

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

2 **2.1 Commitment to Reformulate or Warn**

3 Commencing on the Compliance Date and continuing thereafter, Specialty Auto shall not
4 knowingly manufacture, import, sell, ship, or distribute for sale, in or into California, directly or
5 through one or more third party retailers or e-commerce marketplaces, unless such Products either (i)
6 qualify as Reformulated Products, as defined by Section 2.2 or (ii) are accompanied by a clear and
7 reasonable warning pursuant to Section 2.3.

8 **2.2 Reformulation Standard Defined**

9 For purposes of this Consent Judgment, “Reformulated Products” are Products that contain
10 Lead in concentrations that do not exceed 90 parts per million, equivalent to 0.009%, in any exterior
11 parts analyzed pursuant to U.S. Environmental Protection Agency (EPA) methodologies 3050B and
12 6010B;

13 In addition to the above tests, Specialty Auto or its suppliers may use equivalent methods
14 utilized or approved by any California or federal agency to determine Lead content in a solid
15 substance. Specialty Auto’s obligations under this Section apply only to Products within its custody
16 or control and do not extend to Products altered, modified, repackaged, or mislabeled by third parties.

17 Nothing in this Consent Judgment shall be interpreted to require Specialty Auto to conduct
18 testing beyond its ordinary course of business.

19 **2.3 Clear and Reasonable Warnings**

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

24 Each warning provided shall be prominently placed with such conspicuousness, when
25 compared with other words, statements, designs, or devices, as to render it likely to be read and
26 understood by an ordinary individual under customary conditions prior to purchase or use. Each
27 warning shall be provided in a manner such that the consumer or user understands to which *specific*
28

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) Warning:

 **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.

(b) Short-Form Warning

As an alternative to the warning set forth in the preceding subsection (a), Specialty Auto may, but is not required to, use the following short-form warning (“Short-Form”), subject to the additional requirements set forth in the following Sections 2.4 and 2.5:

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

Or

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

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

 **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

Specialty Auto shall affix one of the foregoing warnings on the “Product Label”, its immediate packaging or labeling, or directly on each Product manufactured, imported, distributed, sold or otherwise provided or intended to be provided for sale to consumers in or into California and

1 does not meet the Reformulation Standard. "Product Label" is defined as a display of written, printed
2 or graphic material printed on or affixed to a Product or its immediate container or wrapper. The
3 entire warning shall appear in at least 6-point type.

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

13 **2.5 Internet Product Warning Requirements** For all Products manufactured, imported,
14 distributed, sold or offered for sale via the internet to customers located in California, or sold in or into
15 California by Specialty Auto or its customers, directly or through third-party websites over which
16 Specialty Auto has the ability to control the application of warnings, Specialty Auto shall provide
17 warnings for each Product, both on the Product label, in accordance with Section 2.4, and: (a) a warning
18 on the Product display page; (b) a clearly marked hyperlink using the word "WARNING" or words
19 "CA WARNING" or "CALIFORNIA WARNING" on the product display page that links to the
20 Product warning; or (c) by an otherwise prominently displayed warning provided to the purchaser prior
21 to completing the purchase, such that the consumer does not have to seek out the information being
22 provided. If the warning is provided using the Short-Form content, pursuant to Section 2.3(b), then the
23 warning provided on the website may use the same content. "Prominently displayed" is defined to mean
24 the consumer does not have to search for it in the general content of the website.

25 If Specialty Auto knows, or reasonably should know, that a third-party seller is offering a
26 Product for sale in or into California without the required warning, Specialty Auto shall, prior to and
27 as a condition of sale, notify such seller that the Products must be accompanied by a warning and shall
28 supply the applicable warning content as detailed in this Consent Judgment. Specialty Auto's

obligations with respect to third-party sellers shall be limited to the following:

(i) Providing written notice that Products sold in or into California must be accompanied by a Proposition 65 warning;

(ii) Supplying compliant warning content and materials; and

(iii) For Products sold or offered for sale online through third-party retailers, distributors, or e-commerce marketplaces, Specialty Auto shall provide written notice of the internet warning requirements and the applicable warning language (or artwork) to the third-party retailer, distributor, or marketplace operator, as a condition of sale.

2.6 Transitional Warning Provisions. Products manufactured and labeled prior to January 1, 2028, may utilize the pre-2028 short-form warning content that does not identify a listed chemical by name, provided such Products otherwise comply with the applicable Proposition 65 regulations in effect at the time of manufacture. Products manufactured on or after January 1, 2028, that utilize a short-form warning must identify at least one listed chemical, including "Lead" where applicable, in accordance with then-current regulations. Products manufactured before the Compliance Date may be sold after that date without additional warning obligation.

Compliance with Section 2 shall constitute full and complete compliance with Proposition 65 for Products sold on or after the Compliance Date.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Specialty Auto agrees to pay a civil penalty of \$1,500 within ten (10) business days of the Effective Date. Specialty Auto'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 BSF. Specialty Auto shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,125; and (b) "Seven Hills LLP in Trust for Blue Sky Forever" in the amount of \$375. BSF's counsel shall deliver to OEHHA and BSF their respective portions of the penalty payment. Specialty Auto shall deliver its civil penalty payments to the address listed in Section 3.3, below.

3.2 Reimbursement of Attorneys' Fees and Costs

BSF 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. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to BSF'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 Office of the California Attorney General and entry of Judgment pursuant its terms. Within ten (10) business days of the Effective Date, Specialty Auto shall issue a check in the amount of \$15,000 and made payable to "Seven Hills LLP" for all fees and other costs incurred investigating, bringing this matter to Specialty Auto'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 California Attorney General. Specialty Auto shall deliver its payment to the address listed in Section 3.3. This payment constitutes full and final resolution of any claim for attorneys' fees and costs relating to the Notice and Complaint.

3.3 Payments

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

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

4. CLAIMS COVERED AND RELEASED

4.1 BSF's Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of the claims that were asserted by BSF arising out of the allegations in the Notice and in the Complaint. BSF, acting on its own behalf, in the public interest, and on behalf of its past and current agents, representatives, attorneys, successors and assignees ("**Releasors**") releases Specialty Auto and each entity to whom Specialty Auto directly or indirectly distributes or sells the Products including, but not limited to its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisee, cooperative members

and licensees (“**Releasees**”) based on the failure to provide a clear and reasonable warning under Proposition 65 about alleged exposures to Lead contained in the Products that were manufactured, processed, distributed, sold and/or offered for sale in California before the Compliance Date, as set forth in the Notice and Complaint. The Parties further agree that compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged exposures to Lead in the Products. The Parties understand and agree that this Section 4.1 release:

(a) Shall not extend to any Downstream Releasee that has forfeited release protection under Section 4.1 by failing to provide a required warning under Section 2 after instruction by Specialty Auto and a commercially reasonable opportunity to comply; and

(b) Shall not affect BSF's right to commence or prosecute an action under Proposition 65 against any Releasee with respect to products other than Specialty Auto's Products.

4.2 BSF’s Individual Release of Claims

In further consideration of the promises and agreements herein contained, BSF, 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 BSF’s rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that BSF 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 Specialty Auto and sold in or into California before the Compliance Date, against Specialty Auto and Releasees. The Parties understand and agree that this Section 4.2 release:

(a) Shall **not** extend to any Downstream Releasee that has forfeited release protection under Section 4.1 by failing to provide a required warning under Section 2 after instruction by Specialty Auto and a commercially reasonable opportunity to comply; and

(b) Shall **not** affect BSF's right to commence or prosecute an action under Proposition 65 against any Releasee with respect to products other than Specialty Auto's Products.

4.3 Specialty Auto's Release of BSF

Specialty Auto, 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 BSF and its attorneys and other representatives for any and all actions taken or statements made (or those that could have been taken or made) by BSF, 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 Products.

5. COURT APPROVAL

Pursuant to California Health and Safety Code § 25249.7(f)(4), BSF shall file a noticed motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ reasonable cooperation, 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, "reasonable cooperation" 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.

6. SEVERABILITY

If, subsequent to 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.

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within California. Nothing in this Consent Judgment shall be interpreted to relieve Specialty Auto from its obligation to comply with any pertinent state or federal law or regulation.

8. 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 Specialty Auto:

For BSF:

Anne Marie Ellis, Esq.
 Buchalter LLP
 18400 Von Karman Ave., Suite 800
 Irvine, CA 92612

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.

9. COUNTERPARTS AND PDF SIGNATURES

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

10. COMPLIANCE WITH REPORTING REQUIREMENTS

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

11. ENTIRE AGREEMENT

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

12. MODIFICATION

This 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.

13. 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:

Date: 7/14/2026

By:

Anthony Nguyen, CEO
Blue Sky Forever

AGREED TO:

Date: 7/14/2026

By:

DocuSigned by:
Richard Platt
864578C650F0409...
Richard Platt, President
Specialty Auto Parts U.S.A., Inc.