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KEEP AMERICA SAFE AND BEAUTIFUL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

TELSCO INDUSTRIES, INC. DBA
WEATHERMATIC; and DOES 1-30, inclusive,

Defendants.

Case No. CGC-26-637960

[PROPOSED]
CONSENT JUDGMENT

1. INTRODUCTION

This Consent Judgment (“**Agreement**”) is entered into by and between Keep America Safe and Beautiful (“**KASB**”) and Telsco Industries, Inc. dba Weathermatic (“**Telsco**”), with KASB and Telsco each individually referred to as a “**Party**” and, collectively, the “**Parties**” to resolve the allegations in the February 3, 2026 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 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. Telsco is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Product Description

KASB alleges that Telsco manufactures, imports, sells, and distributes for sale in California brass adapters containing the heavy metal, Lead, including, but not limited to, *Weathermatic Shrub Adapter Brass 1/2 in. IPS, SKU 73, Item No: 200015*, without providing the health hazard warning that KASB alleges is required by Proposition 65. The definition of “Products” shall also include all similar products manufactured, imported, sold, or distributed for sale in California by Telsco, which match the definition of a “brass adapter” plumbing fixtures. Such “Products” are composed of brass, and are intended as a mounting implement for pipes transporting liquid or gas, or component parts of brass adapter plumbing fixtures thereof. Brass adapters 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 February 3, 2026, KASB served Telsco, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Telsco violated Proposition 65 by failing to warn its customers and consumers in California that its Products can expose users to Lead. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations in the Notice.

1.4 Complaint

On June 17, 2026, KASB commenced the instant action by filing a Complaint, (“**Complaint**”) naming Telsco as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Telsco denies the material, factual and legal allegations contained in the Notice and Complaint and maintains all products it manufactured, imported, sold and distributed for sale, in or into California, including the Products, have been and are in compliance with all laws. Nothing in this Agreement shall be construed as an admission by Telsco of any fact, finding, issue of law or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Telsco of any fact, finding, conclusion, issue of law or violation of law. This section shall not, however, diminish or

otherwise affect the obligations, responsibilities and duties under this Agreement.

1.6 Jurisdiction

For purposes of this Agreement only, the Parties stipulate: this Court has jurisdiction over Telsco as to the allegations contained in the Complaint; venue is proper in San Francisco County; and the Court has jurisdiction to enter and enforce the provisions of this Agreement, pursuant to Proposition 65 and Code of Civil Procedure § 664.6. The parties also stipulate that this Court has jurisdiction to approve, enter, and oversee the enforcement of this Agreement as a full and final binding resolution of all claims which were or could have been raised in the Complaint based on the facts alleged with respect to the Products, and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged in the 60-Day Notice, in the present action, or arising therefrom or related thereto, with respect to all Products, including any Proposition 65 claim arising out of an exposure to Products (collectively, “Proposition 65 claims.”)

1.7 Effective Date

For purposes of this Agreement, the term “**Effective Date**” shall mean the date on which the Court approves this Agreement and enters Judgment pursuant to its terms.

2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS

2.1 Commitment to Reformulate or Provide Warnings

Commencing on the Effective Date, and continuing thereafter, Telsco agrees all Products it manufactures, import, sells or distributes for sale in or into California shall be either: (1) Reformulated Products, in accordance with and as defined by Section 2.2, below; (2) Products bearing a clear and reasonable health hazard warning, pursuant to the Section 2.3; or (3) be discontinued for sale in California. To the extent that Telsco no longer manufactures, sells, or distributes the Products, no reformulation of the Products shall be required as set forth *infra* at Section 2.2. Telsco shall not be required to reformulate Products which it no longer sells or manufactures.

2.2 Reformulation Standard Defined

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

1 (a) the brass alloy from which the Products are made shall have no Lead as an
2 intentionally added constituent;

3 (b) the brass alloy from which the Products are made shall have a Lead content by weight
4 of no more than 0.009% (90 parts per million, or “90 ppm”) when analyzed pursuant to U.S.
5 Environmental Protection Agency (“EPA”) testing methodologies 3050B and 6020A or equivalent
6 methodologies utilized by federal or state agencies for the purpose of determining Lead content in a
7 solid substance; and

8 (c) yielding a test result of no more than 1.0 microgram of Lead on the Product’s entire
9 surface area when sampled pursuant to the NIOSH 9100 testing protocol.

10 **2.3 Clear and Reasonable Warnings**

11 Commencing on or before the Effective Date, Telsco shall provide clear and reasonable
12 warnings for all Products provided for sale to customers in California in accordance with this Section
13 pursuant to Title 27 California Code of Regulations § 25600, et seq. Each warning shall be prominently
14 placed with such conspicuousness as compared with other words, statements, designs, or devices as to
15 render it likely to be read and understood by an ordinary individual under customary conditions before
16 purchase or use and shall be provided in a manner such that it is clearly associated with the specific
17 Product to which the warning applies. The warning requirement stated herein at Sections 2.3, *et seq.*
18 shall only be required as to Products that are sold, and/or shipped for sale to consumers by Telsco in
19 the State of California after the Effective Date. No Proposition 65 warning shall be required as to any
20 Products that are already in the stream of commerce before the Effective Date and all such Products
21 are hereby deemed to be exempt from Proposition 65 with respect to Lead.

22 **2.3.1 Warning.** The following warnings for Products containing one or more
23 chemical(s) in excess of the Reformulation Standard for Reformulated Products set forth in Section 2.2
24 shall be deemed in compliance with Title 27 California Code of Regulations § 25600, *et seq.*:

25  **WARNING:** This product can expose you to Lead, which is known to the State of
26 California to cause cancer and birth defects or other reproductive
27 harm. For more information go to www.P65Warnings.ca.gov.

28 Telsco may alternatively use the following short-form warning (Short-Form Warning):

1  **WARNING:** Risk of cancer and reproductive harm from exposure to Lead.
2 See: www.P65Warnings.ca.gov.

3 **2.3.2 Foreign Language Requirement.** Where a consumer product sign, label or
4 shelf tag used to provide a warning includes consumer information in language(s) other than English,
5 the warning must also be provided in the other language(s) in addition to English.

6 **2.3.3 On-Product Warning Requirements.** Telsco shall affix a warning to the
7 Product label or otherwise directly on each Product provided for sale to consumers located in California
8 and to customers with retail outlets in California or nationwide distribution. For purposes of this
9 Agreement, “**Product label**” means a display of written, printed, or graphic material that is printed on
10 or affixed to each of a Product or its immediate wrapper. A warning provided pursuant to Section 2.3(a)
11 must print the word “**WARNING:**” in all capital letters and in bold font. The warning symbol to the
12 left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with
13 a black outline, except that if the labeling does not use the color yellow, then the symbol may be in
14 black and white. The entire warning shall appear in a type size of at least 6 (six) point type and no
15 smaller than the largest type size used for other Consumer Information on the Products. Telsco and its
16 downstream retailers shall have no obligation to label Products that entered the stream of commerce
17 prior to the Effective Date.

18 **2.3.4 Catalog Warnings.** If, after the Effective Date, Telsco prints new catalogs and
19 sells Products through such catalogs to customers located in California, customers with retail outlets
20 located in California or customers with nationwide distribution, Telsco shall provide a warning for each
21 Product both on the Product label in accordance with Section 2.4, and in the catalog in a manner that
22 clearly associates the warning with the *specific* Product being purchased. Any warning provided in a
23 mail order catalog shall be in the same type size or larger than other consumer information provided
24 for the Product within the catalog and shall be provided on the same page and in the same location as
25 the display and/or description of the Product.

26 **2.3.5 Internet Product Warnings.** For all Products sold in or into California through
27 third-party websites over which Telsco has the ability to control the application of warnings, Telsco
28 shall provide warnings for each Product, both on the Product label, in accordance with Section 2.4, and

1 by prominently displaying the warning to customers prior to purchase or during the checkout process
2 such that the consumer does not have to seek out the information being provided. The warning or a
3 clearly marked hyperlink to the warning, using the word “**WARNING**” and given in conjunction with
4 the sale of Products via the internet, shall appear on: (a) the same web page on which the Product is
5 displayed; (b) the same web page as the order form for the Product; (c) on the same page as the price
6 for any Product; or (d) on one or more web pages displayed to a purchaser during the checkout process.
7 The warning shall appear in any of the above instances adjacent to or immediately following the
8 display, description or price of the Product for which it is given in the same type size or larger than
9 other consumer information provided for the Product. For third-party websites over which Telsco has
10 no control and which the sale of Products to third-parties post-dates the Effective Date, as a condition
11 of sale Telsco shall notify its downstream customers the Products must be accompanied by a warning,
12 prior to sale, in or into California, and shall supply the warning requirements, pursuant to Section 2.3.

13 **2.3.6 Compliance with Warning Regulations.** As of the Effective Date, Telsco shall
14 be deemed to be in compliance with this Agreement by (1) adhering to §§ 2.1, *et seq.* of this Agreement
15 and/or by its discontinuation of sales of the Products; and (2) complying with warning requirements
16 applicable to the product and chemical at issue adopted by the State of California’s Office of
17 Environmental Health Hazard Assessment (“OEHHA”) after the Effective Date.

18 **2.4 Option to Cease California Sales**

19 **2.4.1 Cessation of Sales.** On or before the Effective Date, Telsco may, at its option,
20 comply with the injunctive commitments set forth in Sections 2.1, *et seq.* above by making the Products
21 unavailable for sale for shipment to an address in California. If it does so, the previously removed
22 Product may be reinstated for sale online to a consumer with a California address if it complies with
23 Sections 2.1 through 2.3 prior to the date of such relisting.

24 **2.5 Products in the Stream of Commerce**

25 **2.5.1 Existing Products.** The Injunctive Relief requirements in this Section 2 shall
26 not apply to Products in the stream of commerce as of the Effective Date provided that warnings are
27 provided consistent with the requirements herein at Section 2.

28 **3. MONETARY SETTLEMENT TERMS**

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Telsco agrees to pay a civil penalty of \$1,000 within five (5) business days of the Effective Date. Telsco'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. Telsco shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of \$750; and (b) "Seven Hills LLP in Trust for Keep America Safe and Beautiful" in the amount of \$250. KASB's counsel shall deliver to OEHHA and KASB their respective portion of the penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice 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 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 Agreement to the Office of the California Attorney General. Within ten (10) business days of the Effective Date, Telsco agrees to issue a check in the amount of \$20,000 payable to "Seven Hills LLP" for all fees and costs incurred investigating, bringing this matter to Telsco's attention, negotiating a settlement in the public interest, and reporting its terms to Office of the California Attorney General pursuant to Section 9.

3.3 Payment Address

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

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

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 KASB's Release of Telsco**

3 This Agreement is a full, final and binding resolution of the claims that were asserted by KASB
4 arising out of the allegations in the Notice and in the Complaint. KASB, acting on its own behalf, in
5 the public interest, ("**Releasor**") releases Telsco, its directors, officers, employees, attorneys, and each
6 entity to whom Telsco distributes or sells Products, including, but not limited, to downstream
7 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees
8 ("**Releasees**"), with regard to any and all alleged violations arising under Proposition 65 about
9 unwarned exposure to Lead contained in Products manufactured, distributed, sold or offered for sale
10 by Telsco, as alleged in the Notice and Complaint, prior to the Effective Date. The Parties further agree
11 that compliance with Section 2 of this Agreement shall be deemed compliance with Proposition 65 with
12 respect to alleged exposures to Lead in the Products. The Parties further understand and agree that this
13 Section 4.1 release shall not apply to Releasees who have been instructed by Telsco pursuant to Sections
14 2.3 and 2.4, to provide a warning on Products that are not Reformulated Products and have failed to do
15 so.

16 **4.2 Telsco's Individual Release of Claims**

17 In further consideration of the promises and agreements herein contained, KASB as an
18 individual and *not* on behalf of the public, on behalf of itself, its past and current agents, representatives,
19 attorneys, successors, and/or assignees, hereby waives all of KASB's rights to institute or participate
20 in, directly or indirectly, any form of legal action and releases all claims that KASB may have,
21 including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
22 demands, obligations, damages, costs, fines, penalties, losses, expenses, investigation fees, expert fees,
23 and attorneys' fees arising under Proposition 65 with respect to Lead in Products distributed, sold
24 and/or offered for sale by Telsco prior the Effective Date, as alleged in the Notice, against Telsco,
25 Releasees, and as against any downstream vendors or third party sellers of the Products and each entity
26 to whom any of the Releasees directly or indirectly distributed or sold the Products.

1 The Parties further understand and agree that this Section 4.2 release shall not extend nor
2 downstream to any Releasee who has been instructed by Telsco pursuant to Sections 2.3 and 2.4 to
3 provide a warning and fails to do so.

4 **4.4 Telsco's Release of KASB**

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

10 **4.5 Exclusive Enforcement.** The Parties agree that this Consent Judgment may be enforced
11 only by the Parties to this Consent Judgment, their respective successors and assigns, and the public
12 enforcers served with the Notice. No person or entity other than the Parties and the public enforcers
13 served with the Notice shall have any right to enforce, seek to enforce, challenge, or otherwise obtain
14 relief under the terms of this Consent Judgment.

15 **5. COURT APPROVAL**

16 Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed
17 motion for judicial approval of this Agreement. The Parties agree to mutually employ their best efforts,
18 and those of their counsel, to support the entry of a judgment pursuant to the terms of this Agreement
19 and to judicial approval of their settlement in a timely manner. For purposes of this section, "best
20 efforts" shall include, at a minimum, supporting the motion for approval, responding to any third-party
21 objection, and appearing at the hearing before the Court, if so requested.

22 **6. SEVERABILITY**

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

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within California. Nothing in this Agreement shall be interpreted to relieve Telsco 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 Agreement 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 Telsco:

Anne Marie Ellis, Partner
Buchalter LLP
18400 Von Karman Avenue, Suite 800
Irvine, CA 92612-0514

For KASB:

Laralei Paras, Partner
SEVEN HILLS LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

And

Mike Mason, CEO
Telsco Industries, Inc.
3301 West Kingsley Road
Garland, TX 75041

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

9. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts and by pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one and the same document.

10. 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)

11. MODIFICATION

This Agreement may only be modified by (1) a written agreement of the Parties and the entry of a modified Agreement by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Agreement by the Court thereon.

12. ENTIRE AGREEMENT

This Agreement 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 Agreement 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.

13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

In the event a dispute arises with respect to either Party's compliance with the terms of this Agreement entered by the Court, the Parties shall meet either in person or by telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is filed, however, and after good faith attempts to resolve, the prevailing Party may seek to recover costs and reasonable attorneys' fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief the other party was amenable to providing during the parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

14. AUTHORIZATION

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

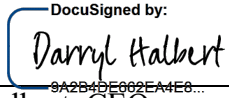
AGREED TO:

Date: 8/12/2026

By: 
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 8/11/2026

By: 
Darryl Halbert, CEO
Telsco Industries, Inc.