Laralei Paras, State Bar No. 203319 Rebecca M. Jackson, State Bar No. 221583 San Francisco County Superior Court SEVEN HILLS LLP 4 Embarcadero Center, Suite 1400 JUL 2 6 2024 3 San Francisco, CA 94111 Telephone: (415) 926-7247 laralei@sevenhillsllp.com CLERK OF THE COURT rebecca@sevenhillsllp.com Deputy Clerk 5 Attorneys for Plaintiff KEEP ÁMERICA SAFE AND BEAUTIFUL 6 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 COUNTY OF SAN FRANCISCO 10 UNLIMITED CIVIL JURISDICTION 11 12 KEEP AMERICA SAFE AND BEAUTIFUL, Case No. CGC-22-597923 13 Plaintiff, [PROPOSED] JUDGMENT 14 ٧. (Health & Safety Code § 25249.6 et seq. and PMC SUPPLIES LLC; and DOES 1-30, 15 Code of Civil Procedure § 664.6) inclusive, 16 Defendants. 17 18 19 20 21 22 23 24 25 26 27 28

CONSENT JUDGMENT

1. <u>INTRODUCTION</u>

After consideration of plaintiff Keep America Safe and Beautiful ("KASB")'s Application for Entry of Court Judgment Against Defendant PMC Supplies LLC ("PMC"), to resolve the allegations in the complaint in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 et seq. ("Proposition 65"), the Court enters Judgment as follows.

2. <u>DEFINITIONS</u>

2.1 The Covered Products.

The term "Products" hereinafter shall mean tools with PVC grips and vinyl storage/packaging pouches containing di(2ethylhexyl) phthalate ("**DEHP**"), including but not limited to, 4-3/4" 120 mm Non-Marring Nylon Round Nose Pliers w/ PVC Grips Jewelry Making Metal Forming Tool, SKU: PLR-0059, ASIN: B01N6G69BR, sold to consumers in California.

2.2 Effective Date

The term "Effective Date" hereinafter shall mean the date the Court enters Judgment.

3. <u>INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS</u>

Commencing on or before the twentieth day after the Effective Date, PMC shall provide clear and reasonable warnings for all Products in accordance with this Section pursuant to Title 27, California Code of Regulations, section 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, or designs 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. The Warning shall consist of the following statement:

△WARNING: This product can expose you to di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

3.1 Product Warnings

PMC shall affix the aforementioned warning to the Product label. For the purpose of this agreement, "Product label" means a display of written, printed or graphic material printed on or affixed to each of the Products or its immediate container or wrapper. A warning provided pursuant to

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Section 3 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 the color yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-point type and no smaller than the largest type size used for other consumer information on the Products. Where a consumer product label used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

3.2 Internet Warnings

If, after the Effective Date, PMC sells Products via the internet, through its own website, affiliated websites or a third party website, or through customers with retail outlets in California, nationwide distribution and e-commerce websites, PMC shall provide warnings for each Product both on the Product label in accordance with Section 3.1, and by prominently displaying, or requiring the warning to be prominently displayed on affiliated websites or third party websites to the consumer during the purchase of the Products without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word "WARNING" given in conjunction with the sale of the Products via the internet shall appear either: (a) on the same web page on which the Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The warning shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Products for which it is given in the same type size or larger than other consumer information provided for the Products. For third-party websites, as a condition of sale, PMC shall notify the sellers the Products must be accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply the warning requirements, pursuant to Section 3.

4. MONETARY TERMS

4.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), PMC shall pay a civil penalty of \$2,500 within twenty (20) days of the Effective Date. PMC's civil penalty payment will be allocated

1	according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the
2	penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and
3	the remaining twenty-five percent (25%) retained by KASB. PMC shall issue its payment in two
4	checks made payable to: (a) "OEHHA" in the amount of \$1,875; and (b) "Seven Hills LLP in trust for
5	Keep America Safe and Beautiful" in the amount of \$625. KASB's counsel shall deliver to OEHHA
6	and KASB their respective portions of the penalty payment.
7	3.2 Reimbursement of Attorneys' Fees and Costs
8	Pursuant to Code of Civil Procedure § 1021.5, within twenty (20) days of the Effective Date,
9	PMC shall issue a check for a total amount of \$36,876.71, the sum of \$35,192.53 in attorney's fees
10	plus \$1,684.18 in costs, payable to "Seven Hills LLP" for all legal fees and investigation costs
11	incurred in this Proposition 65 enforcement action.
12	3.3 Payments
13	All payments payable and due under this Judgment shall be delivered to KASB's counsel at
14	the following address:
15	Seven Hills LLP Attn: Laralei Paras 4 Embarcadero Center, Suite 1400 San Francisco, CA 94111
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18	IT IS SO ORDERED.
19	Dated: 12624 MUDGE OF THE SUPERIOR COURT
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