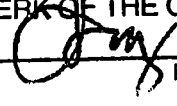


FILED
Superior Court of California
County of San Francisco

MAY 08 2026

CLERK OF THE COURT

BY:  Deputy Clerk

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TRIDENT DIVING EQUIPMENT

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

BLUE SKY FOREVER,

Plaintiff,

v.

TRIDENT DIVING EQUIPMENT; and DOES
1-30, inclusive,

Defendants.

Case No. CGC-24-617754

THO
[PROPOSED] CONSENT JUDGMENT

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

CONSENT JUDGMENT

BSF v Trident (Prop 65) Draft Consent Judgment (with Redlines)(105184264.1) - 8/11/2025 5:32 PM

1 **1. INTRODUCTION**

2 This Consent Judgment (“Agreement”) is entered into by and between plaintiff Blue Sky
3 Forever (“BSF”) and defendant Trident Diving Equipment (“Trident”), with BSF and Trident each
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in the
5 June 25, 2024, 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 BSF is a California-based non-profit organization proceeding in the public interest pursuant
9 to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of
10 California to cause cancer, birth defects or other reproductive harm are disclosed in or eliminated
11 from consumer products sold in California. Trident is a person in the course of doing business for
12 purposes of California Health & Safety Code § 25249.11(b).

13 **1.2 Consumer Product Description**

14 BSF alleges that Trident manufactures, imports, sells, and distributes for sale in California
15 diving clips containing the heavy metal lead (Pb) including, but not limited to, *Trident Stainless Reef*
16 *Hook w/50" Line & #2 Brass Clip, SKU: AQURHSB, Mfr: DF82, UPC: 6 18152 01521 8*, without
17 providing the health hazard warning that BSF alleges is required by California Health & Safety Code
18 § 25249.5 *et seq.* (“Proposition 65”). Diving clips are referred to hereinafter as the “Products at
19 Issue.” Lead (Pb) is listed pursuant to Proposition 65 as a chemical known to the State of California
20 to cause developmental toxicity, male reproductive toxicity, female reproductive toxicity, and
21 cancer.

22 **1.3 Notice of Violation**

23 On June 25, 2024, BSF served Trident, the California Attorney General, and the requisite
24 public enforcement agencies with a 60-Day Notice of Violation (“Notice”), alleging Trident violated
25 Proposition 65 by failing to warn its customers and consumers in California that its Products can
26 expose users to Lead (Pb). No public enforcer has commenced and is diligently prosecuting an
27 action to enforce the allegations in the Notice.

28

1 **1.4 Complaint**

2 On August 30, 2024, BSF commenced the instant action (“**Complaint**”), naming Trident as a
3 defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

4 **1.5 No Admission**

5 Trident denies the factual and legal allegations contained in the Notice and Complaint and
6 maintains that all products it has sold or distributed for sale in California, including the Products,
7 have been, and are, in compliance with all laws. Nothing in this Agreement shall constitute or be
8 construed as, nor shall compliance with this Agreement constitute or be construed as, an admission
9 by Trident of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall
10 not, however, diminish or otherwise affect Trident’s obligations, responsibilities, and duties under
11 this Agreement.

12 **1.6 Jurisdiction**

13 For purposes of this Agreement only, the Parties stipulate: this Court has jurisdiction over
14 Trident as to the allegations contained in the Complaint; venue is proper in San Francisco County;
15 and the Court has jurisdiction to enter and enforce the provisions of this Agreement, pursuant to
16 Proposition 65 and Code of Civil Procedure § 664.6.

17 **1.7 Effective Date**

18 The term “Effective Date” means the date on which the Court approves this Agreement and
19 enters Judgment pursuant to its terms.

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

21 **2.1 Commitment to Warn for Products that do not Meet the Reformulation Standard**

22 Commencing on the Effective Date and continuing thereafter, all Products at Issue Trident
23 manufactures, imports, sells, ships, or distributes for sale in or into California, directly or through
24 one or more third party retailers or e-commerce marketplaces, shall meet the Reformulation Standard
25 for Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and reasonable
26 warning pursuant to Section 2.3.

1 **2.2 Reformulation Standard**

2 For purposes of this Agreement, "Reformulated Products" are defined as those Products at
3 Issue:

4 (a) containing no more than 0.009% or 90 parts per million ("ppm") Lead (Pb) in any
5 decoration, description, artwork and/or design on the exterior surface when analyzed pursuant to
6 U.S. Environmental Protection Agency ("EPA") testing methodologies 3050B and 6020A or
7 equivalent methodologies utilized by federal or state agencies for the purpose of determining Lead
8 (Pb) content in a solid substance; and

9 (b) yielding a test result of no more than 1.0 microgram of Lead (Pb) on any exterior surface
10 when sampled pursuant to the NIOSH 9100 testing protocol and analyzed pursuant to EPA 3050B
11 and 6020A.

12 **2.3 Clear and Reasonable Warnings**

13 No later than the Effective Date, Trident shall provide clear and reasonable warnings for all
14 Products at Issue, that are not Reformulated Products, provided for sale to customers in California in
15 accordance with this Section pursuant to Title 27, California Code of Regulations § 25600, et seq.
16 Trident shall provide one of the following warning statements set forth in Section 2.3.1, pursuant to
17 Title 27, California Code of Regulations § 25603, as it exists as of the date of execution of this
18 Agreement, or as it may be amended in the future. The warning statement shall be prominently placed
19 with such conspicuousness as compared with other words, statements, or designs as to render it likely
20 to be read and understood by an ordinary individual under customary conditions before purchase or
21 use and shall be provided in a manner such that it is clearly associated with the specific Product to
22 which the warning applies.

23 **2.3.1 Warnings**

24 **Option 1:**

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

Option 2:

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

3 **Option 3:**

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

6 **Option 4 (limited):** The following warning statement may be used on Products
7 manufactured and labeled prior to January 1, 2028:

8 **⚠ WARNING:** Cancer and Reproductive Harm -- www.P65Warnings.ca.gov.

9 **2.3.2 Foreign Language Requirement.** Where a consumer product sign, label or
10 shelf tag used to provide a warning includes consumer information in language(s) other than
11 English, the warning must also be provided in the other language(s) in addition to English.

12 **2.3.3 On-Product Warning.** Trident shall affix a warning to the Product at Issue
13 label or otherwise directly on Products at Issue provided for sale to consumers located in California
14 and to customers with retail outlets in California, or e-commerce platforms with sales to consumers
15 in California. For the purpose of this agreement, "Product label" means a display of written, printed,
16 or graphic material printed on or affixed to each of the Products at Issue or its immediate container
17 or wrapper. A warning provided pursuant to section 2.3(a) must print the one of the following
18 warning phrases in all capital letters and in bold font: **WARNING [or] CA WARNING [or]**
19 **CALIFORNIA WARNING.** The warning symbol to the left of the warning phrase must be a black
20 exclamation point in a yellow equilateral triangle with a black outline, except if the labeling does not
21 use the color yellow, the symbol may be in black and white. The entire warning shall be set off from
22 other surrounding information, enclosed in a box and appear in at least 6-point type.

23 **2.3.4 Catalog Warning.** If, after the Effective Date, Trident prints new catalogs
24 and sells Products at Issue through such catalogs to customers located in, or with retail outlets
25 located in, California, Trident shall provide a warning for each Product at Issue both on the Product
26 at Issue label in accordance with Section 2.3.2, and in the catalog in a manner that clearly associates
27 the warning with the specific Product at Issue being purchased. Any warning provided in a mail
28 order catalog shall be in the same type size or larger than other consumer information provided for

1 the Product at Issue within the catalog and shall be provided on the same page and in the same
2 location as the display and/or description of the Product at Issue. If the On Product Warning is one
3 of the warning statements set forth in Options 2-4 in Section 2.3.1, the catalog warning may use the
4 corresponding statement.

5 **2.3.5 Internet Warning.** For all Products at Issue sold in or into California through
6 third-party websites over which Trident has the ability to control the application of warnings, Trident
7 shall additionally prominently display the warning to customers on the internet website prior to
8 purchase or during the checkout process such that the consumer does not have to seek out the
9 information being provided. The warning or a clearly marked hyperlink to the warning using the
10 warning phrase **WARNING [or] CA WARNING [or] CALIFORNIA WARNING** and given in
11 conjunction with the sale of the Products at Issue via the internet, shall appear either: (a) on the same
12 web page the Products are displayed; (b) on the same web page as the virtual cart displaying the
13 Products; (c) on the same page as the price for the Products; or (d) on one or more web pages
14 displayed to a purchaser during the checkout process, including the option of a pop-up window when
15 a California shipping zip code is entered. If the On Product Warning is one of the warning
16 statements set forth in Options 2-4 in Section 2.3.1, the Internet Warning may use the corresponding
17 statement. Where Trident sells, ships, or distributes Products at Issue to known third-party retailers,
18 distributors or e-commerce marketplaces, Trident will advise the downstream entity that the Internet
19 Warning pursuant to this Section 2.3.5 is required in order to be in compliance with Proposition 65..

20 **2.4 Compliance with Warning Regulations.**

21 In addition to the warning requirements set forth in Section 2.3 above, Trident may comply
22 with this Consent Judgment by using any other warning and transmission method(s) that are
23 substantially similar to those set forth in 27 Cal. Code Regs. §§ 25601, 25602, 25603, et seq., and
24 amended subsequently thereafter that are applicable to consumer product exposures.

25 **3. MONETARY SETTLEMENT TERMS**

26 **3.1 Civil Penalty**

27 Pursuant to Health and Safety Code § 25249.7(b), Trident agrees to pay a civil penalty of
28 \$1,500 within five (5) business days of the Effective Date. Trident's civil penalty payment will be

1 allocated according to Health and Safety Code §§ 25249.12(c)(1) and (d), with seventy-five percent
2 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment
3 ("OEHHA"), and the remaining twenty-five percent (25%) retained by BSF. Trident shall issue its
4 payment in two checks made payable to: (a) "OEHHA" in the amount of \$1,125; and (b) "Seven Hills
5 in Trust for BSF" in the amount of \$375. BSF's counsel shall deliver to OEHHA and BSF their
6 respective portion of the penalty payment.

7 **3.2 Reimbursement of Attorneys' Fees and Costs**

8 BSF and its counsel offered to resolve the allegations in the Notice and Complaint without
9 reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the
10 Parties finalized the other material settlement terms, they negotiated and reached an accord on the
11 amount of reimbursement to be paid to BSF's counsel, under general contract principles and the
12 private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all
13 work performed through the mutual execution and reporting of this Agreement to the Office of the
14 California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and
15 costs on appeal, if any. Within ten (10) business days of the Effective Date, Trident shall issue a
16 check in the amount of \$21,500 and made payable to "Seven Hills LLP" for all agreed upon fees and
17 other costs incurred investigating, bringing this matter to Trident's attention, litigating, negotiating a
18 settlement in the public interest, obtaining the Court's approval of its terms pursuant to Section 5,
19 and reporting to the California Attorney General.

20 **3.3 Payments**

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

23 Seven Hills LLP
24 Attn: Laralei Paras
25 1 Embarcadero Center, Suite 1200
26 San Francisco, CA 94111
27
28

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1 BSF's Release of Proposition 65 Claims**

3 This Agreement is a full, final, and binding resolution of the claims that were or could have
4 been asserted by BSF arising out of the allegations in the Notice and in the Complaint. BSF, acting
5 on its own behalf, in the public interest, and on behalf of its past and current agents, representatives,
6 attorneys, successors and assignees releases Trident, its past and present directors, officers,
7 employees, attorneys, and each entity to whom Trident directly or indirectly distributes or sells the
8 Products including, but not limited to its downstream distributors, wholesalers, marketplace hosts,
9 customers, retailers, franchisee, cooperative members and licensees, including but not limited to
10 Scuba.com ("Releasees") based on the failure to provide a clear and reasonable warning under
11 Proposition 65 about alleged exposures to lead (Pb) contained in the Products that were
12 manufactured, processed, distributed, sold and/or offered for sale in California before the Effective
13 Date, as set forth in the Notice and Complaint. The Parties further agree that compliance with
14 Section 2 of this Agreement shall be deemed compliance with Proposition 65 with respect to alleged
15 exposures to lead (Pb) in the Products.

16 The Parties further understand and agree that this Section 4.1 release shall neither extend (a)
17 to upstream entities that manufactured the Products or any component parts thereof, or any
18 distributors or suppliers who sold the Products or any component parts thereof to Trident nor (b) to
19 Releasees who have been instructed by Trident pursuant to Section 2.3.5 to provide a warning on
20 Products that are not Reformulated Products and have failed to do so.

21 **4.2 BSF's Individual Release of Claims**

22 In further consideration of the promises and agreements herein contained, BSF, acting in its
23 individual capacity only and *not* in the public interest, and on behalf of its past and current agents,
24 representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or
25 participate in, directly or indirectly, any form of legal action and releases Releasees from any and all
26 manner of actions, causes of action, claims, demands, rights, suites, obligations, debts, contracts,
27 agreements, promises, liabilities, damages, civil penalties, charges, losses, costs, expenses, and
28 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,

1 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
2 from the Products sold in or into California prior to the Compliance Date.

3 **4.3 Trident's Release of BSF**

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

10 **5. COURT APPROVAL**

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

17 **6. SEVERABILITY**

18 If, subsequent to the Court's approval and entry of this Agreement as a judgment, any
19 provision of this Agreement is deemed by a court to be unenforceable, the validity of the remaining
20 provisions shall not be adversely affected.

21 **7. GOVERNING LAW**

22 The terms of this Agreement shall be governed by the laws of the State of California and
23 apply within California. Nothing in this Agreement shall be interpreted to relieve Trident from its
24 obligation to comply with any pertinent state or federal law or regulation.

25 **8. NOTICE**

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

1 For Trident:

2 Ryan Landis
3 Gordon Rees Scully Mansukhani
4 5 Park Plaza, Suite 1100
Irvine, CA 92614

For BSF:

Laralei Paras, Partner
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.

6 **9. COUNTERPARTS AND PDF SIGNATURES**

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

10 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

13 **11. ENTIRE AGREEMENT**

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

22 **12. MODIFICATION**

23 This Agreement may be modified only by: (i) a written agreement of the Parties and the entry
24 of a modified Agreement by the Court thereon; or (ii) upon a successful motion of any party and the
25 entry of a modified Agreement by the Court thereon.
26
27
28

1 **13. AUTHORIZATION**

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

4 **14. PUBLIC BENEFIT**

5 It is the Parties' understanding that the commitments Defendant has agreed to herein, and
6 actions to be taken by Defendant under this Consent Judgment, would confer a significant benefit to
7 the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, §
8 3201. As such, it is the intent of the Parties that to the extent any other private party initiates an
9 action alleging a violation of Proposition 65 with respect to Defendant's and/or Released Parties'
10 failure to provide a warning concerning exposure to lead prior to use of the Products at Issue they
11 have manufactured, distributed, sold, or offered for sale in California, such private party action
12 would not confer a significant benefit on the general public as to those Products at Issue addressed in
13 this Consent Judgment, provided that Defendant and/or Released Parties are in material compliance
14 with this Consent Judgment.

15
16 **AGREED TO:**

17 Date: 09/29/2025

18
19 By: _____

20 Anthony Nguyen, CEO
Blue Sky Forever

AGREED TO:

21 Date: 9/29/2025

22 By: _____

23 Tom Bird, President
Trident Diving Equipment

24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to
25 California Health & Safety Code § 25249.7(f)(4) and California Code of Civil Procedure
26 § 664.6, Judgment is entered in accordance with the terms of the Consent Judgment. By
27 stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under
28 Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: May 7, 2026

Joseph M. Quinn
JUDGE OF THE SUPERIOR COURT

JOSEPH M. QUINN

CONSENT JUDGMENT

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