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11 CENTER FOR ENVIRONMENTAL HEALTH

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA

14 CENTER FOR ENVIRONMENTAL HEALTH,
15 a non-profit corporation,

16 Plaintiff,

17 v.

18 ELECTRO-COATINGS OF CALIFORNIA., *et*
19 *al.*

20 Defendants.

Case No. 23CV039004

**[PROPOSED] CONSENT JUDGMENT AS
TO DEFENDANT TEIKURO
CORPORATION**

21 **1. INTRODUCTION**

22 **1.1.** This Consent Judgment is entered into by Plaintiff Center for Environmental
23 Health, a non-profit corporation (“CEH”), and Defendant Teikuro Corporation (“Settling
24 Defendant”) to settle claims asserted by CEH against Settling Defendant as set forth in the
25 operative Complaint in the matter *Center for Environmental Health v. Electro-Coatings of*
26 *California, Inc., et al.*, Alameda Superior Court Case No. 23CV039004 (the “Action”). CEH and
27 Settling Defendant are referred to collectively as the “Parties.”

1 **1.2.** Settling Defendant is a corporation that employed ten (10) or more persons and
2 operated the Facility.

3 **1.3.** On October 11, 2019, the California State Water Resources Control Board
4 (“SWRCB”) issued a letter to hundreds of facilities that conducted chrome plating activities,
5 including Settling Defendant, to submit site-specific work plans to determine the presence of per-
6 and polyfluoroalkyl Substances at California facilities. For purposes of this Consent Judgment,
7 “PFAS” shall mean perfluorooctane sulfonic acid, perfluorooctanoic acid, and perfluorononanoic
8 acid.

9 **1.4.** On January 10, 2022, Settling Defendant submitted its first PFAS Investigation
10 Report prepared by GEI Environment Inc. (“PFAS Report I”), dated December 23, 2021, to the
11 San Francisco Bay Area Regional Water Quality Control Board (SFBARWCB”) in accordance
12 with Order WQ 2019-0045-DWQ.

13 **1.5.** The PFAS Report I indicate that a host of PFAS chemicals, including PFOA and
14 PFOS, were found in elevated levels in the soil and dirt, dust, groundwater and stormwater at the
15 Facility above SWRCB reporting limits, without attributing such levels to any source.

16 **1.6.** On January 23, 2023, Settling Defendant submitted its Phase II Additional PFAS
17 Investigation Report (“PFAS Report II”) prepared by CREtelligent to the SFBARWCB.

18 **1.7.** The PFAS Report II indicated that PFAS chemicals, including PFOA and PFOS,
19 were found in elevated levels in the soil and in the groundwater above SWRCB reporting limits
20 without attributing such levels to any source.

21 **1.8.** On May 8, 2023, CEH served a 60-Day Notice of Violation (the “Notice”) relating
22 to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
23 Safety Code § 25249.5, *et seq.* (“Proposition 65”) on Settling Defendant, the California Attorney
24 General, the District Attorney for the County of Alameda and City Attorney for the City of
25 Alameda. The Notice alleged that there were or had been releases and discharges of certain
26 Proposition 65-listed PFAS chemicals allegedly emanating from Settling Defendant’s facility
27 located 31499 Hayman Street, Hayward, California 94544 (the “Facility”) into sources of
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1 drinking water, and that such alleged releases and discharges constituted violations of Proposition
2 65. Settling Defendant denies these allegations, including that it has violated Proposition 65.

3 **1.9.** On July 20, 2023, CEH filed the Action naming Settling Defendant as a defendant.
4 As in the Notice, CEH’s complaint alleges that through its operation of the Facility, Settling
5 Defendant discharges and releases Proposition 65-listed PFAS into the groundwater and other
6 sources of drinking water. These allegations rest, in part, on CEH’s contention that the Facility
7 has been significantly contaminated with PFAS by Settling Defendant’s use of Proposition 65-
8 listed PFAS-containing chemicals such that the exterior portions of the Facility and soil
9 surrounding it are also contaminated. CEH contends that as a result of this contamination,
10 significant amounts of Proposition 65-listed PFAS are present in the stormwater and wastewater
11 emanating from the Facility, which in turn contaminates the soil and leaches into the
12 groundwater. CEH contends that this process is evidenced by significant amounts of
13 Proposition 65-listed PFAS measured in the stormwater, wastewater, soil and dirt, dust, and
14 groundwater at the Facility. Settling Defendant denies all material allegations in CEH’s
15 complaint.

16 **1.10.** On April 7, 2025, the Water Board confirmed that Teikuro had satisfied its
17 obligations under the 2019 Order, but stated that it is supervising an additional investigation
18 regarding whether and to what extent Teikuro is responsible for the discharge of PFAS into the
19 environment and, if so, what, if any steps the Water Board will require to remediate such
20 discharge.

21 **1.11.** For purposes of this Consent Judgment only, the Parties stipulate that: (i) this
22 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint
23 and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii)
24 venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this
25 Consent Judgment as a full and final resolution of all claims which were or could have been
26 raised in the Complaint based on the facts alleged in the Notice and Complaint with respect to
27 discharges and/or releases of PFAS from the Facility.

1 **1.12.** The Parties enter into this Consent Judgment as a full and final settlement of all
2 claims which were or could have been raised in the Complaint arising out of the facts or conduct
3 related to Settling Defendant alleged therein. By execution of this Consent Judgment and
4 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or
5 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an
6 admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant
7 denies the material, factual, and legal allegations in the Notice and Complaint and expressly
8 denies any wrongdoing whatsoever. Except as specifically provided herein, nothing in this
9 Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any
10 of the Parties may have in this or any other pending or future legal proceedings. This Consent
11 Judgment is the product of negotiation and compromise and is accepted by the Parties solely for
12 purposes of settling, compromising, and resolving issues disputed in this Action.

13 **2. DEFINITIONS**

14 **2.1.** “Facility” means the facility located at 31499 Hayman Street, Hayward, CA
15 94544.

16 **2.2.** “Effective Date” means the date on which the Court enters this Consent Judgment.

17 **2.3.** “PFAS Report I” means the PFAS Investigation Report prepared by GEI
18 Environment Inc. (“PFAS Report I”), dated December 23, 2021.

19 **2.4.** “PFAS Report II” means the Phase II Additional PFAS Investigation Report
20 prepared by CREtelligent, dated January 23, 2023.

21 **2.5.** “Storm Drain Sampling Report” means the Storm Drain System Sampling Report,
22 prepared by Langan, dated November 22, 2024.

23 **3. INJUNCTIVE RELIEF**

24 **3.1. Cessation of All Chrome Plating Activities at and Closure of the Facility.** By
25 the later of 60 days following the Effective Date or March 31, 2026, Settling Defendant shall
26 cease all chrome plating activities at the Facility.

1 **3.1.1.** By the later of 90 days following the Effective Date or July 31, 2026,
2 Settling Defendant will cease all industrial activities at, and close the Facility.

3 **3.2. Sale of the Facility and Removal of Plating Equipment.** By the later of 90 days
4 following the Effective Date or July 31, 2026, Settling Defendant shall list Facility for sale.

5 **3.2.1.** By the sooner of 60 days following the sale of the Facility or December 31,
6 2026, Settling Defendant shall remove the following equipment that was used in the chrome
7 plating operations at the Facility: plating rectifier, transfer pump, and plating bus bars. Settling
8 Defendant shall also dispose of all chromic acid solution at the Facility in accordance with
9 applicable laws. Settling Defendant shall not utilize PFAS in connection with any future use of
10 such equipment.

11 **3.3. Cooperation with Regulators.** The Parties acknowledge ongoing regulatory
12 oversight of the Facility by California Water Resources Control Board (“Water Board”). Settling
13 Defendant shall comply with any ongoing regulatory oversight from the Water Board at the
14 Facility, including, but not limited to any requirement that it remediate or otherwise clean up the
15 PFAS from the Facility and any areas surrounding the Facility, such as the soil and groundwater.
16 Any directives, orders or requirements issued by the Water Board to Teikuro after the Effective
17 Date shall become enforceable pursuant to Section 5.1 of this Consent Judgment.
18 Notwithstanding the foregoing, Settling Defendant may, pursuant to Section 5.1, contest any
19 order, directive or requirement imposed by the Water Board with the exception of arguing that the
20 order, directive or requirement is beyond the scope of the Water Board’s authority due either to:
21 (1) the Water Board’s failure to promulgate standards for certain PFAS; or (2) that the order is
22 beyond the scope of the 2019 Order.

23 **4. PAYMENTS**

24 **4.1.** Settling Defendant shall pay to CEH the total sum of \$85,000 and no cents, which
25 shall be paid within five (5) days following execution of this Consent Judgment between the
26 Parties. The total payment shall be made to Lexington Law Group, LLP via electronic wire, or
27 via check made payable and delivered to Lexington Law Group, LLP, at 503 Divisadero Street,
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1 San Francisco, CA 94117. LLG shall hold the total settlement amount in its client trust account
2 until after the Effective Date of this Consent Judgment, which shall be then disbursed as follows:

3 **4.1.1.** \$11,500 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).

4 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
5 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health
6 Hazard Assessment). Accordingly, the OEHHA portion of the civil penalty payment for \$8,625
7 shall be made payable to OEHAA and associated with taxpayer identification number 68-
8 0284486. This payment shall be delivered as follows:

9 For United States Postal Service Delivery:

10 Attn: Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 P.O. Box 4010, MS #19B
14 Sacramento, CA 95812-4010

15 For Non-United States Postal Service Delivery:

16 Attn: Mike Gyurics
17 Fiscal Operations Branch Chief
18 Office of Environmental Health Hazard Assessment
19 1001 I Street, MS #19B
20 Sacramento, CA 95814

21 The CEH portion of the civil penalty payment for \$2,875 shall be made payable to the Center for
22 Environmental Health and associated with taxpayer identification number 94-3251981. This
23 payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,
24 CA 94117.

25 **4.1.2.** \$8,500 as an Additional Settlement Payment (“ASP”) in lieu of civil
26 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
27 Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s PFAS Fund and use
28 them to support CEH programs and activities that seek to educate the public about PFAS and
other toxic chemical contamination, to work with allied organizations to reduce discharges and
releases of PFAS and other toxic chemicals. CEH shall obtain and maintain adequate records to
document that ASPs are spent on these activities and CEH agrees to provide such documentation

1 to the Attorney General within thirty days of any request from the Attorney General. The
2 payment pursuant to this Section shall be made payable to the Center for Environmental Health
3 and associated with taxpayer identification number 94-3251981.

4 **4.1.3.** \$65,000 as a reimbursement of a portion of CEH's reasonable attorneys'
5 fees and costs. This amount shall be divided into two checks: (1) a check for \$55,000 shall be
6 made payable to Lexington Law Group, LLP; and (2) a check for \$10,000 shall be made payable
7 to the Center for Environmental Health.

8 **4.1.4.** If Settling Defendant pays via check, instead of via electronic wire, such
9 check shall be delivered to Mark Todzo at Lexington Law Group, LLP at the address set forth in
10 Section 8.1.2.

11 **5. ENFORCEMENT OF CONSENT JUDGMENT**

12 **5.1.** CEH may, by motion or application for an order to show cause before the Superior
13 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment.
14 Prior to bringing any motion or application to enforce the requirements of Section 3 above, CEH
15 shall meet and confer regarding the basis for CEH's anticipated motion or application in an
16 attempt to resolve it informally, including providing Settling Defendant a reasonable opportunity
17 of at least thirty (30) days to cure any alleged violation. Should such attempts at informal
18 resolution fail, CEH may file its enforcement motion or application. Should CEH prevail on any
19 motion, application for an order to show cause, or other proceeding to enforce a violation of this
20 Consent Judgment, in addition to any other remedies available, CEH shall be entitled to its
21 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
22 Settling Defendant prevail on any motion, application for an order to show cause, or other
23 proceeding, that Settling Defendant may be awarded its reasonable attorneys' fees and costs
24 against Plaintiff as a result of such motion or application upon a finding by the Court that CEH's
25 prosecution of the motion or application lacked substantial justification. In any motion to enforce
26 a requirement pursuant to Section 3.3 above, Settling Defendant will have an opportunity to
27 contest any order, directive or requirement imposed by the Water Board with the exception of
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1 arguing that the order, directive or requirement is beyond the scope of the Water Board's
2 authority due either to: (1) the Water Board's failure to promulgate standards for certain PFAS; or
3 (2) that the order is beyond the scope of the 2019 Order. The Parties may include the Water
4 Board in any meet and confer regarding requirements imposed pursuant to Section 3.3.

5 **6. MODIFICATION OF CONSENT JUDGMENT**

6 **6.1.** This Consent Judgment may only be modified by written agreement of CEH and
7 Settling Defendant, or upon motion of CEH or Settling Defendant as provided by law.

8 **7. CLAIMS COVERED AND RELEASE**

9 **7.1. CEH Release in the Public Interest.** Provided Settling Defendant complies in
10 full with its obligations under Section 4 hereof, this Consent Judgment is a full, final, and binding
11 resolution between CEH acting in the public interest and Settling Defendant and Settling
12 Defendant's parents, officers, directors, agents, shareholders, divisions, subdivisions, subsidiaries,
13 affiliated entities, and their respective successors and assigns ("Defendant Releasees"), of all
14 claims alleged in the Complaint in this Action arising from any violation of Proposition 65 that
15 have been or could have been asserted in the public interest against Settling Defendant and
16 Defendant Releasees, regarding the discharge and/or release of PFAS from the Facility into
17 sources of drinking water or onto land where such PFAS is likely to pass into sources of drinking
18 water prior to the Effective Date.

19 **7.2. CEH Release on Behalf of Itself.** Provided Settling Defendant complies in full
20 with its obligations under Section 4 hereof, CEH, for itself, releases, waives, and forever
21 discharges any and all known and unknown claims against Settling Defendant and Defendant
22 Releasees arising from any violations of Proposition 65 that have been or could have been
23 asserted regarding any failure to warn or discharge and/or release of PFAS from the Facility prior
24 to the Effective Date based upon the facts alleged in the Notice.

25 **7.3.** Provided Settling Defendant complies in full with Settling Defendant's obligations
26 under Section 4 hereof, compliance with the terms of this Consent Judgment by Settling
27 Defendant and the Defendant Releasees shall constitute compliance with Proposition 65 by
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1 Settling Defendant and Defendant Releasees with respect to any alleged discharge and/or release
2 known and/or alleged to be present as of the Effective Date, including, without limitation, a
3 continuing discharge and/or release known and/or alleged to be present as of the Effective Date.

4 **8. PROVISION OF NOTICE**

5 **8.1.** When any Party is entitled to receive any notice under this Consent Judgment, the
6 notice shall be sent by first class and electronic mail as follows:

7 **8.1.1. Notices to Settling Defendant.** The persons for Settling Defendant to
8 receive notices pursuant to this Consent Judgment shall be:

9 Matthew Karmel
10 Mark Johnson
11 445 S. Figueroa Street, 18th Floor
12 Los Angeles, CA 90071
13 Matthew.Karmel@offitkurman.com
14 Mark.Johnson@offitkurman.com

15 **8.1.2. Notices to Plaintiff.** The persons for CEH to receive notices pursuant to
16 this Consent Judgment shall be:

17 Mark Todzo
18 Meredyth Merrow
19 Lexington Law Group, LLP
20 503 Divisadero Street
21 San Francisco, CA 94117
22 mtodzo@lexlawgroup.com
23 mmerrow@lexlawgroup.com

24 **8.2.** Any Party may modify the person and address to whom the notice is to be sent by
25 sending the other Parties notice by first class and electronic mail.

26 **9. COURT APPROVAL**

27 **9.1.** This Consent Judgment shall become effective on the Effective Date, provided
28 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
Settling Defendant shall support approval of such Motion.

9.2. If this Consent Judgment is not entered by the Court, it shall be of no force or
effect and shall not be introduced into evidence or otherwise used in any proceeding for any
purpose.

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 **10.1.** The terms and obligations arising from this Consent Judgment shall be construed
3 and enforced in accordance with the laws of the State of California.

4 **11. ENTIRE AGREEMENT**

5 **11.1.** This Consent Judgment contains the sole and entire agreement and understanding
6 of CEH and Settling Defendant with respect to the entire subject matter hereof, and any and all
7 prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
8 merged herein and therein.

9 **11.2.** There are no warranties, representations, or other agreements between CEH and
10 Settling Defendant except as expressly set forth herein. No representations, oral or otherwise,
11 express or implied, other than those specifically referred to in this Consent Judgment have been
12 made by any Party hereto.

13 **11.3.** No other agreements not specifically contained or referenced herein, oral or
14 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
15 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
16 any of the Parties hereto only to the extent that they are expressly incorporated herein.

17 **11.4.** No supplementation, modification, waiver, or termination of this Consent
18 Judgment shall be binding unless executed in writing by the Party to be bound thereby.

19 **11.5.** No waiver of any of the provisions of this Consent Judgment shall be deemed or
20 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
21 such waiver constitute a continuing waiver.

22 **12. RETENTION OF JURISDICTION**

23 **12.1.** This Court shall retain jurisdiction of this matter to implement, modify and/or
24 enforce the Consent Judgment.

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13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

13.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

14. NO EFFECT ON OTHER SETTLEMENTS

14.1. Nothing in this Consent Judgment shall preclude CEH from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

15. EXECUTION IN COUNTERPARTS

15.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO ORDERED:

Dated: _____, 2026

Judge of the Superior Court

CENTER FOR ENVIRONMENTAL HEALTH



Kizzy Charles-Guzman
Chief Executive Officer
Date: 04-03-2026

TEIKURO CORPORATION

Signature
Date: _____

Printed Name

Title

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12 **IT IS SO ORDERED:**

13

14 Dated: _____, 2026 _____
15 Judge of the Superior Court

16 **CENTER FOR ENVIRONMENTAL HEALTH**

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18 _____ Date: _____
19 Kizzy Charles-Guzman
20 Chief Executive Officer

21 **TEIKURO CORPORATION**

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23 _____ Date: Apr. 8 / 2026
24 Signature

25 Takahiro Ichikawa
26 Printed Name

27 CEO
28 Title