LEXINGTON LAW GROUP, LLP
Mark N. Todzo, State Bar No. 168389
Meredyth Merrow, State Bar. No. 328337
503 Divisadero Street
San Francisco, CA 94117
Telephone: (415) 913-7800
Facsimile: (415) 759-4112
mtodzo@lexlawgroup.com
mmerrow@lexlawgroup.com

Attorneys for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, a non-profit corporation, Plaintiff, v. ELECTRO-COATINGS OF CALIFORNIA, *et al*. Defendants.	Case No. 23CV039004 **[PROPOSED] CONSENT JUDGMENT AS TO DEFENDANT ELECTRO-COATINGS OF CALIFORNIA, INC.**

1. INTRODUCTION

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

1.2. Electro-Coatings operates a chrome plating facility located at 893 Carleton Street, Berkeley, California 94710 (the "Facility").

DOCUMENT PREPARED ON RECYCLED PAPER

1.3. Electro-Coatings is a corporation that employed ten (10) or more persons and operated the Facility.

1.4. On October 11, 2019, the California State Water Resources Control Board (SWRCB) issued a letter to hundreds of facilities that conducted chrome plating activities, including Electro-Coatings with respect to the Facility, requiring it to submit site-specific work plans to determine the presence of certain per- and polyfluoroalkyl substances (commonly referred to as "PFAS") at California facilities.

1.5. On June 6, 2022, and revised on December 2, 2022, Electro-Coatings submitted the Per and Polyfluoroalkyl substance Investigation Report (the "PFAS Report") to the SWRCB in accordance with Order WQ 2019-0045-DWQ.

1.6. The PFAS Report indicated that, in certain areas under and in the vicinity of the Facility, the groundwater contained levels of certain Proposition 65-listed PFAS, without attributing such levels to any source.

1.7. The PFAS Report also indicated that one Proposition 65-listed PFAS, perfluorooctane sulfonate ("PFOS"), was present at detectable levels in the Facility's wastewater from its chrome plating operations ("Chrome Plating Wastewater"); however, the other Proposition 65-listed PFAS, perfluorooctanoic acid ("PFOA"), was not present at detectable levels in the Facility's Chrome Plating Wastewater.

1.8. On May 8, 2023, CEH served a 60-Day Notice of Violation (the "Notice") relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5, *et seq.* ("Proposition 65") on Electro-Coatings, the California Attorney General, the District Attorney for the County of Alameda and City Attorney for the City of Alameda. The Notice alleged that there were or had been releases and discharges of certain Proposition 65-listed PFAS chemicals, specifically PFOA and PFOS, allegedly emanating from the Facility into sources of drinking water, and that such alleged releases and discharges constituted violations of Proposition 65. Electro-Coatings denies these allegations, including that it has violated Proposition 65.

DOCUMENT PREPARED ON RECYCLED PAPER

1.9. On July 20, 2023, CEH filed the Action naming Electro-Coatings as a defendant. As in the Notice, CEH's Complaint alleges that, through its operation of the Facility, Electro-Coatings discharges and releases Proposition 65-listed PFAS into the groundwater and other sources of drinking water. These allegations rest, in part, on CEH's contention that the Facility has been significantly contaminated with Proposition 65-listed PFAS by Electro-Coatings' use of chemicals that contain Proposition 65-listed PFAS such that the exterior portions of the Facility and soil surrounding it are also contaminated. CEH contends that as a result of this contamination, significant amounts of Proposition 65-listed PFAS are present in the stormwater and wastewater emanating from the Facility, which in turn contaminates the soil and leaches into the groundwater. CEH contends that this process is evidenced by significant amounts of Proposition 65-listed PFAS measured in the stormwater, wastewater, soil and groundwater at the Facility.

1.10. Electro-Coatings denies all material allegations in the Notice and in CEH's Complaint and further denies that any action or inaction on its part caused or contributed to the presence, if any, of any Proposition 65-listed PFAS in the stormwater, wastewater, soil or groundwater at, under or in the vicinity of the Facility

1.11. Electro-Coatings alleges that in the early morning of January 11, 2026, fire severely damaged the Electro-Coatings Facility, resulting in the temporary cessation of operations and closure of the Facility. As of the date the Parties approved and signed this Consent Judgment, assessment of the damage to the Facility was continuing and no timeline to reopen the Facility had been established.

1.12. Electro-Coatings alleges that the fire deposited ash and fire debris in the chrome plating tanks at the Facility, rendering the chrome plating solution unusable. As a result, virtually all of the chrome plating solution (approximately 99.5%), including chrome plating solution that potentially contained Proposition 65-listed PFAS, was removed from the Facility and properly disposed of.

DOCUMENT PREPARED ON RECYCLED PAPER

1.13. Electro-Coatings alleges that, in responding to the fire at the Facility, the Fire Department essentially engaged in the equivalent of power washing/soft washing of the exterior of the Facility. The Fire Department captured the runoff from the fire suppression efforts. Ongoing fire clean-up activities will remove any remaining residual chrome plating solution along with any remaining ash and fire debris.

1.14. Electro-Coatings alleges that before Electro-Coatings can resume chrome plating at the Facility, the Facility will need to be thoroughly cleaned and repaired and all tanks that will be used for chrome plating will need to be cleared of any residual debris and other materials, inspected, and either re-lined or replaced.

1.15. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the Notice and Complaint and personal jurisdiction over Electro-Coatings as to the acts alleged in the Complaint; (ii) venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged in the Notice and Complaint with respect to discharges and/or releases of Proposition 65-listed PFAS from the Facility.

1.16. The Parties enter into this Consent Judgment as a full and final settlement of all claims which were or could have been raised in the Complaint arising out of the facts or conduct related to Electro-Coatings alleged therein. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, or violation of law. Electro-Coatings denies the material, factual, and legal allegations in the Notice and Complaint and expressly denies any wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any of the Parties may have in this or any other pending or future legal proceedings. This Consent Judgment

DOCUMENT PREPARED ON RECYCLED PAPER

is the product of negotiation and compromise and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this Action.

2. DEFINITIONS

2.1. "Facility" means the facility located at 893 Carleton Street, Berkeley, CA 94710.

2.2. "Effective Date" means the date on which the Court enters this Consent Judgment.

2.3. "PFAS Report" means the Per and Polyfluoroalkyl Substance Investigation Report prepared by GSI Environmental, Inc. for Electro-Coatings of California, submitted to the San Francisco Bay Regional Water Quality Control Board on June 6, 2022, as revised December 2, 2022.

2.4. "Proposition 65-listed PFAS" means perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonate ("PFOS").

2.5. "Fume Suppressants containing Proposition 65-listed PFAS" means chemical mixtures used as fume suppressants in Electro-Coatings' operations at the Facility that indicate on their Material Safety Data Sheet ("MSDS") or Safety Data Sheet ("SDS") that they contain one or more Proposition 65-listed PFAS.

3. INJUNCTIVE RELIEF

3.1. Resumption of Chrome Plating Operations. In the event Electro-Coatings resumes chrome plating operations at the Facility, it may do so only after (1) thoroughly cleaning and repairing the Facility; (2) installing new chrome-plating tanks or (3) draining any existing tanks at the Facility of any chrome plating solution in which Fume Suppressants containing Proposition 65-listed PFAS may have been used and then installing new liners in any existing tanks at the Facility that will be used for chrome-plating operations.

3.2. Providing Notice of Resumption of Chrome Plating Operations. In the event Electro-Coatings resumes chrome-plating operations at the Facility, it must notify CEH and the Regional Water Quality Control Board for the San Francisco Bay Region ("RWQCB")at least 30 days prior to Electro-Coatings resuming such operations at the Facility

DOCUMENT PREPARED ON RECYCLED PAPER

3.3. Regulatory Oversight. The Parties acknowledge ongoing regulatory oversight of the Facility by the RWQCB and the SWRCB (collectively "Water Boards"). Electro-Coatings intends to comply with any orders or directives from the Water Boards that relate to the matters at issue in this Consent Judgment and will do so in good faith, subject to Electro-Coatings' right to challenge such orders and directives. The Parties agree that this case should not be considered a "related matter" to any subsequent action arising out of any order or directive issued by the Water Boards.

3.4. Prohibition of the Use of Proposition 65-listed PFAS -Containing Fume Suppressants in the Future. If Electro-Coatings elects to use fume suppressants at the Facility in the future, it shall not use fume suppressants that contain any Proposition 65-listed PFAS chemicals as reflected in the manufacturer's Safety Data Sheets. In addition, Electro-Coatings will not use any fume suppressants containing any other PFAS chemicals (as shown on the fume suppressant's Safety Data Sheet) unless their use is authorized for use in California by the California Air Resources Board or United States Environmental Protection Agency and is reasonably required to meet regulatory requirements. In addition, Electro-Coatings will not use materials containing Proposition 65-listed PFAS (as shown on the material's Safety Data Sheet) in its operations at the Facility in the future.

4. PAYMENTS

4.1. Total Settlement Payment. Electro-Coatings shall pay the total sum of $80,000, which shall be paid in installments of no less than $5,000 per month for 16 months to Lexington Law Group, LLP, on behalf of CEH, as a settlement payment as set forth in this Section. Electro-Coatings shall pay the monthly installments via ACH or wire transfer to Lexington Law Group, LLP's IOLTA account and associated taxpayer identification number 94-6001385, pursuant to instructions provided to Electro-Coatings by CEH. CEH shall provide ACH and wire transfer instructions to Electro-Coatings on or before the Effective Date. The first payment representing two of the sixteen months of payments shall be for a total of $10,000 and is due within 10 days

DOCUMENT PREPARED ON RECYCLED PAPER

following the Effective Date. The remaining 14 payments shall thereafter be due monthly (i.e., on the same date of each month as the initial payment).

4.2. The payments from Electro-Coatings will be allocated between a civil penalty, Additional Settlement Payment ("ASP"), and attorneys' fees and costs in the amounts specified below and delivered by counsel for CEH to the entities as set forth below. Any failure by Electro-Coatings to comply with the payment terms herein shall be subject to a stipulated late fee to be paid by Electro-Coatings in the amount of $100 for each day the full payment is not received after the applicable payment due date set forth above. The late fees required under this Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 5 of this Consent Judgment. The settlement payment shall be apportioned among the following and paid from the Lexington Law Group, LLP IOLTA account:

4.2.1. $10,600 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment). Accordingly, the OEHHA portion of the civil penalty payment for $7,950 shall be made payable to OEHAA and associated with taxpayer identification number 68-0284486. This payment shall be delivered by counsel for CEH as follows:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

The CEH portion of the civil penalty payment for $2,650 shall be delivered by counsel for CEH to CEH.

DOCUMENT PREPARED ON RECYCLED PAPER

4.2.2. $7,900 as an ASP in lieu of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH shall place these funds in CEH's PFAS Fund and use them to support CEH programs and activities that seek to educate the public about PFAS and other toxic chemical contamination, and 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 to the Attorney General within thirty days of any request from the Attorney General. The payment pursuant to this Section shall be delivered by counsel for CEH to CEH**.**

4.2.3. $61,500 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs. This amount shall be divided as follows: (1) $51,000 shall be made payable to Lexington Law Group, LLP; and (2) $10,500 to the Center for Environmental Health and associated taxpayer identification number 94-3251981. CEH's attorneys' fees and costs reimbursement portion shall be delivered by counsel for CEH to CEH.

4.2.4. To summarize, the total settlement payment shall be transferred via ACH or wire by Electro-Coatings to Lexington Law Group, LLP's IOLTA account. The total settlement payment shall be apportioned and disbursed by counsel for CEH to the payees and in the amounts set forth below once sufficient funds have accumulated to satisfy the amount due to a particular payee:

Payee	**Type**	**Amount**
OEHHA	Penalty	$7,950
Center for Environmental Health	Penalty	$2,650
Center for Environmental Health	ASP	$7,900
Lexington Law Group, LLP	Fee and Cost	$51,000
Center for Environmental Health	Fee and Cost	$10,500

DOCUMENT PREPARED ON RECYCLED PAPER

5. ENFORCEMENT OF CONSENT JUDGMENT

5.1. CEH may, by motion or application for an order to show cause before the Superior Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any motion or application pursuant to this section, CEH shall meet and confer regarding the basis for CEH's anticipated motion or application in an attempt to resolve it informally, including providing Electro-Coatings with a reasonable opportunity of at least thirty (30) days to cure any alleged violation. Should such attempts at informal resolution fail, CEH may file its motion or application. Should CEH prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to recover from Electro-Coatings its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should Electro-Coatings prevail on any motion, application for an order to show cause, or other proceeding, Electro-Coatings shall be entitled to recover from Plaintiff its reasonable attorneys' fees and costs incurred as a result of such motion or application upon a finding by the Court that CEH's prosecution of the motion or application lacked substantial justification.

6. MODIFICATION OF CONSENT JUDGMENT

6.1. This Consent Judgment may only be modified by written agreement of CEH and Electro-Coatings and submitted to, and approved by, the Court, or upon motion of CEH or Electro-Coatings as provided by law.

7. CLAIMS COVERED AND RELEASE

7.1. CEH Release in the Public Interest. Provided Electro-Coatings complies in full with its obligations under Section 4 hereof, this Consent Judgment is a full, final, and binding resolution between CEH acting in the public interest and Electro-Coatings and Electro-Coatings' parents, officers, directors, agents, shareholders, divisions, subdivisions, subsidiaries, affiliated entities, and their respective successors and assigns ("Defendant Releasees"), of all claims alleged in the Complaint in this Action arising from any violation of Proposition 65 that have been or could have been asserted in the public interest against Electro-Coatings and Defendant Releasees

DOCUMENT PREPARED ON RECYCLED PAPER

regarding the discharge and/or release of Proposition 65-listed PFAS from the Facility into sources of drinking water or onto land where such Proposition 65-listed PFAS is likely to pass into sources of drinking water prior to the Effective Date.

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

7.3. Provided Electro-Coatings complies in full with Electro-Coatings' obligations under Section 3 hereof, Compliance with the terms of this Consent Judgment by Electro-Coatings and the Defendant Releasees shall constitute compliance with Proposition 65 by Electro-Coatings and Defendant Releasees with respect to any alleged discharge and/or release of Proposition 65-listed PFAS from the Facility into sources of drinking water or onto land where such Proposition 65-listed PFAS will pass or is likely to pass into sources of drinking water.

8. PROVISION OF NOTICE

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

8.1.1. Notices to Electro-Coatings. The persons for Electro-Coatings to receive notices pursuant to this Consent Judgment shall be:

Jeffrey Garvens, CEO
Electro-Coatings of California, Inc.
12015 Radium Street
San Antonio, TX 78216 jgarvens@electro-coatings.com

With a copy to:

DOCUMENT PREPARED ON RECYCLED PAPER

Peter McGaw
Buchalter, A Professional Corporation
425 Market Street, Suite 2900
San Francisco, CA 94105
pmcgaw@buchalter.com

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

Mark Todzo
Meredyth Merrow
Lexington Law Group, LLP
503 Divisadero Street
San Francisco, CA 94117
mtodzo@lexlawgroup.com
mmerrow@lexlawgroup.com

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

9. COURT APPROVAL

9.1. This Consent Judgment shall become effective on the Effective Date, provided however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and Electro-Coatings shall support approval of such Motion. Any costs and attorneys' fees that may be incurred by CEH in bringing such a Motion have been considered in reaching the compromise and agreement by Electro-Coatings to pay attorneys' fees and costs in the amount set forth in Paragraph 4.1.3, above, and CEH and its counsel shall not seek, nor shall they receive any award of, additional attorneys' fees and costs for bringing any Motion for Approval of this Consent Judgment.

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.

10. GOVERNING LAW AND CONSTRUCTION

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

DOCUMENT PREPARED ON RECYCLED PAPER

11. ENTIRE AGREEMENT

11.1. This Consent Judgment contains the sole and entire agreement and understanding of CEH and Electro-Coatings 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.

11.2. There are no warranties, representations, or other agreements between CEH and Electro-Coatings 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.

11.3. 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. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

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

12. RETENTION OF JURISDICTION

12.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

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.

DOCUMENT PREPARED ON RECYCLED PAPER

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.

///

///

///

///

///

///

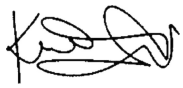
///

///

///

IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



_____ Date: _9/24/2026_____

Kizzy Charles-Guzman
Chief Executive Officer

ELECTRO-COATINGS OF CALIFORNIA, INC.

_____ Date: _____

Jeff Garvens
President and Chief Executive Officer
Electro-Coatings of California, Inc.

IT IS SO ORDERED:

Dated: _____ _____
Judge of the Superior Court

DOCUMENT PREPARED ON RECYCLED PAPER

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 STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Date: _____
Kizzy Charles-Guzman
Chief Executive Officer

ELECTRO-COATINGS OF CALIFORNIA, INC.

_____ Date: 9/24/2026
Jeff Garvens
President and Chief Executive Officer
Electro-Coatings of California, Inc.

IT IS SO ORDERED:

Dated: _____ _____
Judge of the Superior Court

DOCUMENT PREPARED ON RECYCLED PAPER