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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

KEEP AMERICA SAFE AND BEAUTIFUL,
Plaintiff,
v.
MERRILL MANUFACTURING
COMPANY and DOES 1-30, inclusive,
Defendants.

Case No. CGC-25-624657

[PROPOSED] CONSENT JUDGMENT

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

Case Filed: April 23, 2025
Trial: November 2, 2026

1 **1. INTRODUCTION**

2 This Consent Judgment is entered by and between plaintiff Keep America Safe and Beautiful
3 (KASB”) and defendant Merrill Manufacturing Company (“Merrill”), with KASB and Merrill each
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in
5 KASB’s November 19, 2024, 60-Day Notice of Violation in compliance with the Safe Drinking Water
6 and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* (“Proposition 65”).

7 **1.1 The Parties**

8 KASB is a California-based non-profit organization proceeding in the public interest pursuant
9 to California Health & Safety Code § 25249.7(d), It brought this private enforcement action as part of
10 its mission to ensure that chemicals known to the State of California to cause cancer and birth defects
11 or other reproductive harm are disclosed to California consumers or eliminated from consumer
12 products sold in California. KASB alleges that Merrill is a “person in the course of doing business” as
13 that phrase is defined by California Health & Safety Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 KASB alleges that Merrill imports, sells and distributes for sale in California Brass Valves
16 containing the heavy metal, “Lead”, including but not limited to the *Merrill MFG 700 Series No.*
17 *Lead Brass Check Valve No-Spin Poppet Pipe Size – 1” Usage – WOG Part No. CVNL100-A UPC 6*
18 *42367 45052 6 ASIN B08GGBBR63*. KASB further alleges Merrill does so without providing the
19 clear and reasonable health hazard warning required by California Health & Safety Code § 25249.5 *et*
20 *seq.* (“Proposition 65”). All such Brass Valves are referred to hereinafter as the “Products.” Lead is
21 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and
22 birth defects or other reproductive harm.

23 **1.3 Notice of Violation**

24 On November 19, 2024, KASB served Merrill, the Office of the California Attorney General
25 (“OAG”), and all other requisite public enforcement agencies with a 60-Day Notice of Violation
26 (“Notice”). In the Notice, KASB alleges Merrill violated Proposition 65 by failing to warn its
27 customers and consumers in California that the Products can expose users to Lead. No public
28 enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in

1 the Notice.

2 **1.4 Complaint**

3 On April 23, 2025, KASB commenced the instant action (“Complaint”), naming Merrill as a
4 defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

5 **1.5 No Admission**

6 Merrill denies the material, factual and legal allegations contained in the Notice and
7 Complaint and maintains that all products it sold or distributed for sale in California, including the
8 Products, comply with all laws. Neither any term of this Consent Judgment nor Merrill’s compliance
9 with its terms shall be deemed an admission by Merrill of any fact, finding, legal issue or conclusion,
10 or violation of law. This Section shall not, however, diminish or otherwise affect the Parties’
11 obligations, responsibilities, and duties under this Consent Judgment.

12 **1.6 Jurisdiction**

13 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
14 jurisdiction over Merrill as to the allegations in the Complaint; that venue is proper in the Superior
15 Court for the County of San Francisco; and that the Court has the authority pursuant to Code of Civil
16 Procedure section 664.6 to retain jurisdiction to oversee and enforce the provisions of this Consent
17 Judgment.

18 **1.7 Effective Date**

19 The term “Effective Date” means the date on which the Court enters an order approving this
20 Consent Judgment and enters Judgment pursuant to its terms as contemplated by Section 10, below.

21 **1.8 Compliance Date**

22 The term “Compliance Date” means the date that is thirty (30) days after the Effective Date.

23 **2. INJUNCTIVE RELIEF: REFORMULATION, WARNINGS AND NOTIFICATION**

24 **2.1 Reformulation Commitment**

25 Commencing on the Compliance Date and continuing thereafter, all Products Merrill
26 manufactures, imports, packages, sells, ships, provides, or distributes for sale in or into California,
27 directly or through Merrill’s immediate downstream third-party customers Merrill knows or
28 reasonably should know offer the Products for sale in or into California, shall either qualify as

1 Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and reasonable
2 warning pursuant to Section 2.3.

3 **2.2 Reformulation Standard**

4 For purposes of this Consent Judgment, “Reformulated Products” are defined as Products
5 containing Lead (Pb) in a maximum concentration of 0.010% or 100 parts per million (“ppm”) when
6 analyzed by a laboratory, accredited by the State of California, a federal agency, or a nationally
7 recognized accrediting organization, using inductively coupled plasma mass spectrometry (“ICP-
8 MS”) equipment with a level of detection (“LOD/LOQ”) of 10 ppm or less utilizing scientifically
9 appropriate adherence to the protocols set forth in AOAC Method 2013.06 (21st Ed., 2019)
10 (“Accredited Laboratory”). Any required sampling of shipments/batches will follow generally
11 accepted random sampling protocols.

12 **2.3 Clear and Reasonable Warnings**

13 Commencing on the Compliance Date and continuing thereafter, for all Products that are not
14 Reformulated Products as defined by Section 2.2, above, Merrill shall provide clear and reasonable
15 warnings in accordance with this Section and pursuant to Title 27 California Code of Regulations
16 § 25600, et seq. Each warning shall be prominently placed with such conspicuousness as compared
17 with other words, statements, designs, or devices as to render it likely to be read and understood by an
18 ordinary individual under customary conditions before purchase or use and shall be provided in a
19 manner such that it is clearly associated with the specific Product to which the warning applies.

20 **(a) Long-Form Warnings.** The Warning shall consist of the following statement:

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

24 **(b) Short-Form Warnings.** Merrill may, but is not required to, use the following
25 short-form warnings as set forth in this subsection 2.3(b) (“Short-Form Warning”), subject to the
26 additional requirements in Sections 2.4 and 2.5, below, as follows:

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

- Or -

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

3 - Or -

4 The following warning statement may be used on Products containing Lead
5 manufactured and labeled prior to January 1, 2028:

6 **⚠ WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov

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

10 **2.4 Product Warnings**

11 Commencing on the Compliance Date and continuing thereafter, for all Products sold and/or
12 offered for sale in California that do not meet the definition of “Reformulated Products” established
13 by Section 2.2, above. Merrill shall affix a warning to the Product label, packaging, or otherwise
14 directly on Products provided for sale to consumers in California and to customers Merrill knows or
15 reasonably should know offer internet sales, maintain retail outlets in California or engage in
16 nationwide distribution. For purposes of this Agreement, “Product label” means any display of
17 written, printed or graphic material printed on or affixed to a Product or its immediate container or
18 packaging. A warning provided pursuant to section 2.3(a) or (b) must print the word “**WARNING:**”
19 in all capital letters and in bold font. The warning symbol to the left of the word “**WARNING:**”
20 must be a black exclamation point in a yellow equilateral triangle with a black outline, except if the
21 labeling does not use yellow, the symbol may be in black and white. The entire warning shall appear
22 in at least 6-point type and no smaller than the largest type size used for other consumer information
23 on the Products.

24 **2.5 Internet Warnings**

25 If, after the Effective Date, Merrill sells Products other than Reformulated Products via the
26 internet, through its own website(s), affiliated websites or a third-party website Merrill knows or
27 reasonably should know sells Products online directly to California consumers, or to customers with
28 retail outlets located in California or that offer nationwide distribution, Merrill shall provide warnings

1 for each Product both on the Product label in accordance with Section 2.4, and by prominently
2 displaying, or requiring the warning to be prominently displayed to the consumer during the purchase
3 of the Product without requiring customers to seek out the warning. The warning or a clearly marked
4 hyperlink to the warning using the word “WARNING” given in conjunction with the sale of the
5 Covered Products via the internet shall appear (a) on the same web page on which the Products are
6 displayed; (b) via a clearly marked hyperlink using the word “WARNING” or the words “CA
7 WARNING” or “CALIFORNIA WARNING” on the product display page that links to the
8 warning; or (c) as an otherwise prominently displayed warning provided to the purchaser prior to
9 completing the purchase (which does not include a warning in the general content section of the
10 website). For third-party websites where Merrill knows or reasonably should know the Products will
11 be sold, as a condition of sale, Merrill shall notify such sellers the Covered Products must be
12 accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply
13 the seller(s) of the warning requirements established by this Section 2.

14 **2.6 Changes in Warning Regulations or Statutes**

15 In the event that the Office of Environmental Health Hazard Assessment promulgates one or
16 more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission
17 applicable to the Products and the chemical at issue, which are different than those set forth above,
18 Merrill shall be entitled to use, at its discretion, such other warning text and/or method of
19 transmission without being deemed in breach of this Consent Judgment.

20 **2.7 Sell-Through Period**

21 The injunctive requirements of Section 2 of this Consent Judgment shall not apply to Products
22 that are manufactured, imported, packaged, distributed, or otherwise already in the stream of
23 commerce as of the Compliance Date, which such Products are expressly subject to the releases
24 provided in Section 4.

25 **3. MONETARY SETTLEMENT TERMS**

26 **3.1 Civil Penalty**

27 Pursuant to Health and Safety Code § 25249.7(b), Merrill agrees to pay a civil penalty of
28 \$3,000 within twenty-eight (28) days of the Effective Date. Merrill’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 KASB. Merrill shall issue its
4 payment in two checks made payable to: (a) “OEHHA” in the amount of \$2,250; and (b) “Seven Hills
5 LLP in trust for Keep America Safe and Beautiful” in the amount of \$750. KASB’s counsel shall
6 deliver to OEHHA and KASB their respective portions of the penalty payment.

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

8 The Parties negotiated Merrill’s reimbursement of a portion of KASB’s attorneys’ fees and
9 costs under general contract principles and the private attorney general doctrine, codified at California
10 Code of Civil Procedure § 1021.5. The negotiated reimbursement includes all work performed
11 through the mutual execution and reporting of this Consent Judgment to the OAG and obtaining an
12 entry of Judgment by the Court pursuant its terms, but exclusive of fees and costs on appeal, if any.
13 Within twenty-eight (28) days of the Effective Date, Merrill shall issue a check for \$27,000, payable
14 to “Seven Hills LLP” for all fees and costs incurred investigating, bringing this matter to Merrill’s
15 attention, litigating, negotiating a settlement, obtaining the Court’s approval of its terms pursuant to
16 Section 5, and reporting the Parties’ settlement to the OAG.

17 **3.3 Payments**

18 All payments payable and due under this Consent Judgment shall be delivered to KASB’s
19 counsel at the following address:

20 Seven Hills LLP
21 Attn: Laralei Paras, Esq.
22 1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

23 **4. CLAIMS COVERED AND RELEASED**

24 **4.1 KASB’s Release of Proposition 65 Claims**

25 This Consent Judgment is a full, final, and binding resolution of the claims that were or could
26 have been asserted by KASB arising out of the allegations in the Notice and in the Complaint.

27 KASB, acting on its own behalf, in the public interest, and on behalf of its past and current agents,
28 representatives, attorneys, successors and assignees (“Releasers”) releases Merrill, its past and

1 present parents, subsidiaries, affiliated entities under common ownership, directors, officers,
2 employees, attorneys, and each entity to whom Merrill directly or indirectly distributes or sells the
3 Products including, but not limited to, its downstream distributors, wholesalers, marketplace hosts,
4 customers, retailers, franchisees, cooperative members, and licensees (“Releasees”) based on the
5 failure to provide a clear and reasonable warning under Proposition 65 about actual or alleged
6 exposures to Lead in Products distributed, sold and/or offered for sale in California before the
7 Compliance Date, as set forth in the Notice and Complaint. Merrill’s compliance with Section 2 of
8 this Consent Judgment shall be deemed compliance with Proposition 65 with respect to exposures to
9 Lead in the Products.

10 The Parties further understand and agree this Section 4.1 release shall not extend (i) upstream
11 to any entity who supplied the Products, or any component part thereof, to Merrill nor (ii) shall it
12 extend downstream to any individual or entity instructed by Merrill, pursuant to Section 2.5, above, to
13 provide a warning for the Products and who fails to do so. Nothing in this Section 4.1 release shall
14 affect KASB’s right to commence or prosecute an action under Proposition 65 against a Releasee that
15 does not involve Merrill’s Products.

16 **4.2 KASB’s Individual Release of Claims**

17 KASB, in its individual KASB as a nonprofit corporation only and not in its representative
18 capacity, also hereby provides a release to Merrill and the Releasees which shall be effective as a full
19 and final accord and satisfaction, as a bar to all actions, causes of actions, obligations, costs,
20 expenses, attorneys’ fees, damages, losses, claims, liabilities and demands of KASB of any nature,
21 character, or kind arising out of alleged or actual exposures to Lead in Products sold or distributed for
22 sale in or into California by Merrill prior to the Compliance Date.

23 The Parties further understand and agree this Section 4.2 release shall not extend (i) upstream
24 to any entity who supplied the Products, or any component part thereof, to Merrill or (ii) downstream
25 to any individual or entity instructed by Merrill, pursuant to Section 2.5, above, to provide a warning
26 for the Products and who fails to do so. Nothing in this Section 4.2 release shall affect KASB’s right
27 to commence or prosecute an action under Proposition 65 against a Releasee that does not involve
28 Merrill’s Products.

1 **4.3 Merrill's Release of KASB**

2 Merrill, on its own behalf and on behalf of its past and current agents, representatives,
3 attorneys, successors, and assignees, hereby waives all claims against KASB and its attorneys and
4 other representatives, for any actions taken or statements made by KASB and its attorneys and other
5 representatives, whether in the course of investigating claims or otherwise seeking to enforce
6 Proposition 65 against it in this matter with respect to the Products.

7 **5. COURT APPROVAL**

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

14 **6. SEVERABILITY**

15 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any
16 provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the
17 remaining provisions shall not be adversely affected.

18 **7. GOVERNING LAW**

19 The terms of this Consent Judgment shall be governed by the laws of the State of California
20 and apply within California. If Proposition 65 is repealed, preempted, or otherwise rendered
21 inapplicable by reason of law generally, or as to the Products, then Merrill may seek to modify this
22 Consent Judgment pursuant to Section 12, below. Nothing in this Consent Judgment shall be
23 interpreted to relieve Merrill from its obligation to comply with any applicable state or federal law or
24 regulation.

25 **8. NOTICE**

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

1 For Merrill:

2 Stephen Anderson, President
3 Merrill Manufacturing Company
4 315 Flindt Drive
Storm Lake, IA 50588

For KASB:

Brian C. Johnson, Esq.
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

5 With a copy to:

6 Victoria L. Weatherford, Esq.
7 Rachel H. Ofori, Esq.
8 Baker & Hostetler LLP
9 Transamerica Pyramid Center
600 Montgomery Street, Suite 3100
San Francisco, CA 94111

10 Any Party may, from time to time, specify in writing to the other Party a change of address to which
11 all notices and other communications shall be sent.

12 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

13 This Consent Judgment may be executed in counterparts and by electronic or facsimile
14 signature(s), each of which shall be deemed an original and, all of which, when taken together, shall
15 constitute one and the same document.

16 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

17 KASB and its counsel agree to comply with the reporting form requirements referenced in
18 California Health and Safety Code § 25249.7(f).

19 **11. ENTIRE AGREEMENT**

20 This Consent Judgment contains the sole and entire agreement and understanding of the
21 Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
22 commitments, or understandings, if any, are hereby merged. No warranty, representation or other
23 agreement between the Parties exists except as expressly set forth herein. No representation, oral or
24 otherwise, express or implied, other than those specifically referred to in this Consent Judgment have
25 been made by any Party. No other agreement not specifically contained herein, shall be deemed to
26 exist or to bind either of the Parties hereto.

1 **12. MODIFICATION**

2 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
3 the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of
4 any Party and the entry of a modified Consent Judgment by the Court thereon. No Party shall seek
5 modification of this Consent Judgment without first providing written notice to the other Party of the
6 basis for the modification sought, and meeting and conferring in good faith for a period of not less
7 than thirty (30) days prior to moving the Court for an order modifying the Consent Judgment. In the
8 event the Parties or either Party seek(s) modification of this Consent Judgment by written agreement
9 or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less than 45
10 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the Court
11 on a motion for approval of such modification.

12 **13. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
14 Party and have read, understand, and agree to all the terms and conditions of this Consent Judgment.

15 **AGREED TO:**

AGREED TO:

16 Date: 03/16/2026

16 Date: MARCH 13, 2026

17 By:  _____

17 By:  _____

18 Lance Nguyen, CEO
19 KEEP AMERICA SAFE AND
20 BEAUTIFUL

18 Stephen Anderson, President
19 MERRILL MANUFACTURING
20 COMPANY