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Environmental Health Advocates, Inc.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

13 ENVIRONMENTAL HEALTH
14 ADVOCATES, INC.,

15 Plaintiff,

16 v.

17 HARMSCO INC., a Florida corporation;
18 LESLIE'S POOLMART, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

19 Defendants.

Case No. CGC-25-627599

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.* and
Code Civ. Proc. § 664.6)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,
4 (“EHA” or “Plaintiff”) and Harmsco Inc. (“Defendant” or “Harmsco”) with EHA and Harmsco each
5 individually referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

7 EHA is a corporation organized in the state of California, acting in the interest of the general
8 public. It seeks to promote awareness of exposures to toxic chemicals and to improve human health by
9 reducing or eliminating hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 Harmsco employs ten or more individuals and for purposes of this Consent Judgment only, is
12 a “person in the course of doing business” for purposes of the Safe Drinking Water and Toxic
13 Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. (“Proposition 65”).

14 **1.4 General Allegations**

15 EHA alleges that Harmsco manufactures, imports, sells, and distributes for sale Replacement
16 Brass Wing Nuts that contain lead. EHA further alleges that Harmsco does so without providing a
17 sufficient health hazard warning as required by Proposition 65 and related Regulations. Harmsco denies
18 these allegations and asserts that its products are safe and in compliance with all applicable laws, rules
19 and regulations.

20 **1.5 Notice of Violation**

21 On or around December 13, 2024, EHA served Defendant Harmsco, Leslie’s Poolmart, Inc.,
22 the California Attorney General, and all other required public enforcement agencies with a 60-Day
23 Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Harmsco had violated
24 Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated
25 with exposures to lead contained in brass hardware products and products containing brass hardware,
26 including but not limited to Replacement Brass Wing Nuts, manufactured or processed by Harmsco,
27 that allegedly contain lead and are imported, sold, shipped, delivered, or distributed for sale to
28 consumers in California by Releasees (as defined in section 4.1).

1 No public enforcer has commenced or is otherwise prosecuting an action to enforce the
2 violations alleged in the Notice.

3 **1.6 Product Description**

4 The products covered by this Consent Judgment are brass hardware products and products
5 containing brass hardware, including but not limited to Replacement Brass Wing Nuts, manufactured
6 or processed or packaged for Harmsco, that allegedly contain lead and are imported, sold, shipped,
7 delivered, or distributed for sale to consumers in California by Releasees (as defined in section 4.1)
8 (“Covered Products”).

9 **1.7 State of the Pleadings**

10 On or around July 25, 2025, EHA filed a Complaint against Harmsco for the alleged violations
11 of Proposition 65 that are the subject of the Notice (“Complaint”).

12 **1.8 No Admission**

13 Harmsco denies the material factual and legal allegations of the Notice and Complaint and
14 maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in
15 California, including Covered Products, have been, and are, in compliance with all applicable laws,
16 rules and regulations. Nothing in this Consent Judgment shall be construed as an admission of any fact,
17 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent
18 Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation
19 of law. This Section shall not, however, diminish or otherwise affect Harmsco 's obligations,
20 responsibilities, and duties under this Consent Judgment.

21 **1.9 Jurisdiction**

22 For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this
23 Court has jurisdiction over Harmsco as to the allegations in the Complaint, that venue is proper in the
24 County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of this
25 Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

26 **1.10 Effective Date**

27 For purposes of this Consent Judgment, the term “Effective Date” means the date on which this
28 Consent Judgment is approved and entered as a judgment of the Court, as discussed in Section 5.

1 **2. INJUNCTIVE RELIEF**

2 **2.1 Reformulation of the Covered Products**


3 Beginning ninety (90) days after the Effective Date (hereinafter referred to as the “Compliance
4 Date”) Harmsco shall be permanently enjoined from manufacturing, distributing, or directly selling in
5 the State of California, any Covered Product that (a) contains lead in concentrations that exceed 90
6 parts per million, equivalent to 0.009%, in any exterior parts analyzed pursuant to U.S. Environmental
7 Protection Agency (EPA) methodologies 3050B and 6010B, or (b) yields a result of more than 1.0
8 micrograms of lead when sampled according to NIOSH 9100 protocol and analyzed according to EPA
9 6010B. In addition to the above tests, Harmsco may use equivalent methods utilized by any California
10 or federal agency to determine lead content in a solid substance or the amount of the bioavailability of
11 the toxicant through a wipe test, respectively.

12 **2.2 Clear and Reasonable Warnings**

13 Commencing on the Compliance Date, Harmsco agrees any Covered Product sold in California,
14 exceeding the Reformulation Standard set forth in section 2.1 above, and which are distributed or
15 directly sold in the State of California on or after the Compliance Date, shall contain a “clear and
16 reasonable” Proposition 65 warning, within the meaning of Section 25249.6 of the Act. Harmsco agrees
17 that each warning shall be prominently placed with such conspicuousness, as compared with other
18 words, statements, designs, or devices as to render it likely to be seen, read and understood by an
19 ordinary individual under customary conditions before purchase or use. Each warning shall be
20 provided in a manner such that the consumer or user understands to which specific Covered Products
21 the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of
22 consumer confusion.


23 For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered
24 Products shall consist of a product-specific warning via one or more of the following methods: (1) A
25 posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product;
26 (2) Any electronic device or process that automatically provides the warning to the purchaser (not
27 applicable to internet purchases, which are subject to the provisions of § 25602(b)); (3) A warning
28 directly affixed to the product’s label or tag; or (4) A short-form warning on the label that complies

1 with the content requirements set forth in §§ 25603(b) and 25603(a). Specifically, pursuant to §
2 25603(a) – (d), one of the following statements must be utilized:

3 1)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA**
4 **WARNING:**” This product can expose you to chemicals including
5 lead and lead compounds, which are known to the State of
6 California to cause cancer and birth defects or other reproductive
7 harm. For more information go to www.P65Warnings.ca.gov.

8 **OR**

9 **SHORT FORM**


10 2)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA**
11 **WARNING:** Risk of cancer and reproductive harm from exposure to
12 lead and lead compounds. See www.P65Warnings.ca.gov.

13 **OR**

14 **SHORT FORM** 3)  **WARNING:**” [or] “**CA WARNING:**” [or] “**CALIFORNIA**
15 **WARNING:** Can expose you to lead and lead compounds, a
16 carcinogen and reproductive toxicant. See
17 www.P65Warnings.ca.gov.

18 **OR**

19 **SHORT FORM**
20 **ON A PRODUCT**
21 **MANUFACTUR**
22 **ED/LABELED**
23 **PRIOR TO**
24 **1/1/28,**
25 **REGARDLESS**
26 **OF DATE OF**
27 **SALE**

28 4)  **WARNING:** Cancer and Reproductive Harm –
www.P65Warnings.ca.gov.

29 The triangle above shall be yellow on the warning statement. Where the sign, label, or
30 shelf tag for the product is not printed using the color yellow, the symbol may be printed in black and
31 white. The symbol shall be placed to the left of the warning text, in a size no smaller than the height of
32 the word, “WARNING.” A short-form warning must be provided on a product in a type size that
33 complies with Cal. Code Regs Tit. 27, § 25601(c). In no case shall a warning statement displayed on
34 the Covered Products’ packaging appear in a type size smaller than 6-point type. Where a sign, labeling,
35 or label as defined in Section 25600.1 is used to provide a warning that includes consumer information

1 about a product in a language other than English, the warning must also be provided in that language
2 in addition to English.

3 As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are
4 sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603
5 must be provided via of the following methods: (1) A warning on the product display page; (2) A
6 clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or
7 “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An
8 otherwise prominently displayed warning provided to the purchaser prior to completing the purchase.
9 If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning
10 provided on the website may use the same content. For purposes of this section, a warning is not
11 prominently displayed if the purchaser must search for it in the general content of the website. For
12 internet purchases made prior to 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4)
13 for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer
14 receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form
15 warning compliant with Section 25603(c) with content compliant with Section 25603(b). These
16 requirements extend to any websites under the exclusive control of Harmsco where Covered Products
17 are sold into California. In addition, Harmsco shall instruct any third-party website to which it directly
18 sells its Covered Products to include the same online warning, as set forth above, as a condition of
19 selling the Covered Products in California.

20 There shall be no obligation for Harmsco to provide a warning for Covered Products
21 that entered the stream of commerce prior to the Compliance Date, and the Section 4 release applies to
22 all such Covered Products.

23 (i) Changes in Warning Regulations or Statutes

24 The warning requirements set forth herein are recognized by the Parties as not being the
25 exclusive manner of providing a warning for the Products. Warnings may be provided as specified in
26 the Prop. 65 regulations, in effect as of the Effective Date and/or as amended in the future. In the event
27 that the Office of Environmental Health Hazard Assessment promulgates one or more regulations
28 requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the

1 Covered Products and the chemical at issue, which are different than those set forth above, Harmsco
2 shall be entitled to use, at its discretion, such other warning text and/or method of transmission without
3 being deemed in breach of this Consent Judgment. If regulations or legislation are enacted providing
4 that Proposition 65 warnings as to lead in this product are no longer required, Defendant shall move
5 for modification of the agreement pursuant to the modification provision in Section 12.

6 **2.3 Sell-Through Period**

7 Notwithstanding anything else in this Consent Judgment, Covered Products that are
8 manufactured, packaged, or put into commerce on or before the Compliance Date shall be subject to
9 the release of liability pursuant to this Consent Judgment, without regard to when such Covered
10 Products were, or are in the future, distributed or sold to customers. As a result, the obligations of
11 Harmsco, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products
12 manufactured, packaged, or put into commerce between the date this Agreement is executed and the
13 Compliance Date.

14 **3. MONETARY SETTLEMENT TERMS**

15 **3.1 Settlement Amount**

16 Harmsco shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction of all
17 the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes civil
18 penalties in the amount of five thousand dollars (\$5,000.00) pursuant to Health and Safety Code section
19 25249.7(b) and attorneys' fees and costs in the amount of forty-five thousand dollars (\$45,000.00)
20 pursuant to Code of Civil Procedure section 1021.5.

21 **3.2 Civil Penalty**

22 The portion of the settlement attributable to civil penalties shall be allocated according to Health
23 and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid
24 to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining
25 twenty-five percent (25%) of the penalty paid to EHA individually. The five thousand dollars
26 (\$5,000.00) in civil penalties shall be paid as follows:

- 27 • One payment of \$3,750.00 to OEHHA, due 14 (fourteen) days after the Effective Date.
- 28 • One payment of \$1,250.00 to EHA, due 14 (fourteen) days after the Effective Date.

1 All payments owed to EHA shall be delivered to the following address:

2
3 Environmental Health Advocates
4 225 Broadway, Suite 2100
5 San Diego, CA 92101

6 All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA
(Memo Line "Prop 65 Penalties") at the following addresses:

7 For United States Postal Service Delivery:

8 Mike Gyurics
9 Fiscal Operations Branch Chief
10 Office of Environmental Health Hazard Assessment
11 P.O. Box 4010
12 Sacramento, CA 95812-4010

13 For Federal Express 2-Day Delivery:

14 Mike Gyurics
15 Fiscal Operations Branch Chief
16 Office of Environmental Health Hazard Assessment
17 1001 I Street
18 Sacramento, CA 95814

19 Harmsco agrees to provide EHA's counsel with a copy of the check payable to OEHHA,
20 simultaneous with its penalty payment to EHA.

21 Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required.

22 Relevant information is set out below:

- 23 • "Environmental Health Advocates, Inc." (EIN: 84-2322975) at the address provided above.
- 24 • "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

25 All payments referenced in this section shall be paid within fourteen (14) days of the Effective
26 Date.

27 **3.3 Attorney's Fees and Costs**

28 The portion of the settlement attributable to attorneys' fees and costs shall be paid to EHA's
counsel, who are entitled to attorneys' fees and costs incurred by it in this action, including but not
limited to investigating potential violations, bringing this matter to Harmsco 's attention, as well as
litigating and negotiating a settlement in the public interest.

1 Harmsco shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's
2 counsel by physical check or by electronic means, including wire transfers, at Harmsco's discretion,
3 as follows: forty-five thousand dollars (\$45,000.00) in Attorney's Fees and Costs shall be paid as
4 follows:

- 5 • One payment of \$45,000, due fourteen (14) days after the Effective Date.

6 The attorney fee payments shall be made payable to Entorno Law, LLP and delivered to:

7 Noam Glick
8 Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

9 **4. CLAIMS COVERED AND RELEASE**

10 **4.1 EHA's Public Release of Proposition 65 Claims**

11 Plaintiff, acting on its own behalf and in the public interest, releases Harmsco, and its parents,
12 subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals,
13 agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant
14 Entities"), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered
15 Products, including but not limited to downstream distributors, wholesalers, customers, retailers
16 (including but not limited to Leslie's Poolmart, Inc. and its parents, subsidiaries, affiliated entities under
17 common ownership or control, its directors, officers, principals, agents, employees, attorneys, insurers,
18 accountants, predecessors, successors, and assigns), and marketplaces, franchisees, franchisors,
19 cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' owners,
20 directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives,
21 predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for
22 violations of Proposition 65 for exposures to lead up through the Compliance Date based on exposure
23 to lead from Covered Products as set forth in the Notice(s). Compliance with the terms of this Consent
24 Judgment constitutes compliance with Proposition 65 with respect to exposures to lead from Covered
25 Products as set forth in the Notice(s). This Consent Judgment is a full, final, and binding resolution of
26 all claims under Proposition 65 that were or could have been asserted against Harmsco and/or Releasees
27 for failure to comply with Proposition 65 for alleged exposure to lead from Covered Products. This
28 release does not extend to any third-party retailers selling the product on a website who, after receiving

1 instruction from Harmsco to include a warning as set forth above in section 2.2, do not include such a
2 warning.

3 4 **4.2 EHA's Individual Release of Claims**

5 EHA, in its individual capacity, also provides a release to Harmsco and/or Releasees, which
6 shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,
7 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every
8 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of
9 alleged or actual exposures to lead in Covered Products manufactured, imported, sold, or distributed
10 by Harmsco before the Compliance Date.

11 **4.3 Harmsco's Release of EHA**

12 Harmsco on its own behalf, and on behalf of Releasees as well as its past and current agents,
13 representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA
14 and its attorneys and other representatives, for any and all actions taken or statements made by EHA
15 and its attorneys and other representatives, whether in the course of investigating claims, otherwise
16 seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

17 **4.4 No Other Known Claims or Violations**

18 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
19 violations of Proposition 65 by Harmsco or for which Harmsco bears legal responsibility other than
20 those that are fully resolved by this Consent Judgment.

21 **5. COURT APPROVAL**

22 This Consent Judgment is not effective until it is approved by the Court and shall be null and
23 void if it is not approved by the Court within one year after it has been fully executed by the Parties, or
24 by such additional time as the Parties may agree to in writing.

25 **6. SEVERABILITY**

26 Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is held
27 by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.
28

1 **7. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the state of California as
3 applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise
4 rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the
5 California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues
6 an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition
7 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65
8 is determined to be preempted by federal law or a burden on First Amendment rights with respect to
9 lead in Covered Products or Covered Products substantially similar to Covered Products, then Harmsco
10 may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent any
11 Covered Products are so affected by modifying the agreement via the mechanisms set forth in Section
12 12.

13 **8. ENFORCEMENT**

14 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled
15 to its reasonable attorneys' fees and costs. The injunctive terms of this Consent Judgment may be
16 enforced by public agency prosecutors pursuant to California Health and Safety Code section
17 25249.7(c), and/or by private party prosecutors acting "in the public interest" under California Health
18 and Safety Code section 25249.7(d).

19 **9. NOTICE**

20 Unless otherwise specified herein, all correspondence and notice required by this Consent
21 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified
22 mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to
23 the following addresses:

24 If to Harmsco:

25 Sophia B. Castillo
26 Keller and Heckman LLP
27 Three Embarcadero Center, Suite 1420
28 San Francisco, CA 94111
 castillo@khlaw.com

If to EHA:

 Noam Glick
 Entorno Law, LLP
 225 Broadway, Suite 2100
 San Diego, CA 92101
 noam@entornolaw.com

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

3 **10. COUNTERPARTS; DIGITAL SIGNATURES**

4 This Consent Judgment may be executed in counterparts and by facsimile signature, each of
5 which shall be deemed an original, and all of which, when taken together, shall constitute one and the
6 same document.

7 **11. POST EXECUTION ACTIVITIES**

8 EHA agrees to comply with the reporting form requirements referenced in Health and Safety
9 Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code
10 section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which
11 motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually
12 employ their reasonable best efforts, including those of their counsel, to support the entry of this
13 agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For
14 purposes of this Section, "best efforts" shall include, at a minimum, supporting the motion for approval,
15 responding to any objection that any third-party may make, and appearing at the hearing before the
16 Court if so requested.

17 **12. MODIFICATION**

18 This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of
19 a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any
20 Party, and the entry of a modified consent judgment thereon by the Court.

21 **13. AUTHORIZATION**

22 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
23 have read, understand, and agree to all of the terms and conditions contained herein.

24 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

25 If a dispute arises with respect to either Party's compliance with the terms of this Consent
26 Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in
27 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed
28 in the absence of such a good faith attempt to resolve the dispute beforehand.

1 **15. ENTIRE AGREEMENT**

2 This Consent Judgment contains the sole and entire agreement and understanding of the Parties
3 with respect to the entire subject matter herein, and any and all prior discussions, negotiations,
4 commitments, and understandings related hereto. No representations, oral or otherwise, express or
5 implied, other than those contained herein have been made by any Party. No other agreements, oral or
6 otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

7 **AGREED TO:**

AGREED TO:

8 January 14, 2026

9 Date: _____

Date: 01-13-2026

10 By:  _____
11 ENVIRONMENTAL HEALTH
12 ADVOCATES, INC.

By:  _____
HARMSCO INC.

13
14 **IT IS SO ORDERED.**

15
16 Date: _____

17 JUDGE OF THE SUPERIOR COURT
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