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FARIA BEEDE INSTRUMENTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

UNLIMITED CIVIL JURISDICTION

BLUE SKY FOREVER,

Plaintiff,

v.

FARIA BEEDE INSTRUMENTS, INC.;
and DOES 1-30, inclusive,

Defendants.

Case No. CV0008485

[PROPOSED] CONSENT JUDGMENT

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

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff Blue Sky Forever (“**BSF**”)
3 and defendant Faria Beede Instruments, Inc. (“**Faria**”), with BSF and Faria each individually
4 referred to as a “**Party**” and, collectively, the “**Parties**.” BSF is a California-based non-profit
5 organization proceeding in the public interest pursuant to California Health & Safety Code
6 § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth
7 defects or other reproductive harm are disclosed in or eliminated from consumer products sold in
8 California. Faria is a person in the course of doing business for purposes of California Health &
9 Safety Code § 25249.11(b).

10 **1.1 Product Description**

11 BSF alleges that Faria manufactures, imports, sells, and distributes for sale in California
12 brass temperature senders containing the heavy metal, lead (Pb), including, but not limited to,
13 *Faria Sender Temperature 1/8-European Single Standard MPN: 90412 SKU: CW59-IS89230*
14 *UPC: 7 59266 90412 5*, without providing the health hazard warning that BSF alleges is required
15 by California Health & Safety Code § 25249.5 *et seq.* (“**Proposition 65**”). Brass temperature
16 senders are referred to hereinafter as the “**Products**.” Lead (Pb) is listed pursuant to Proposition
17 65 as a chemical known to the State of California to cause developmental toxicity, male
18 reproductive toxicity, female reproductive toxicity, and cancer.

19 **1.2 Notice of Violation**

20 On January 6, 2025, BSF served Faria, the California Attorney General, and the requisite
21 public enforcement agencies with a 60-Day Notice of Violation (“**Notice**”), alleging Faria violated
22 Proposition 65 by failing to warn its customers and consumers in California that its Products can
23 expose users to lead (Pb). No public enforcer has commenced and is diligently prosecuting an
24 action to enforce the allegations in the Notice.

25 **1.3 Complaint**

26 On December 10, 2025, BSF commenced the instant action (“**Complaint**”), naming Faria
27 Beede Instruments, Inc. as a defendant for the alleged violations of Proposition 65 that are the
28 subject of the Notice.

1 **1.4 No Admission**

2 Faria denies the material, factual and legal allegations contained in the Notice and
3 Complaint and maintains that all products it sold or distributed for sale in California, including the
4 Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment shall
5 be construed as, nor shall compliance with this Consent Judgment constitute or be construed as,
6 an admission by Faria of any fact, finding, conclusion of law, issue of law, or violation of law.
7 This section shall not, however, diminish or otherwise affect Faria’s obligations, responsibilities,
8 and duties under this Consent Judgment. Faria maintains that it has not knowingly manufactured
9 or caused to be manufactured the Products for sale in California in violation of Proposition 65.

10 **1.5 Jurisdiction**

11 For purposes of this Consent Judgment only, the Parties stipulate: this Court has
12 jurisdiction over Faria as to the allegations contained in the Complaint; venue is proper in Marin
13 County; and the Court has jurisdiction to enter and enforce the provisions of this Consent
14 Judgment, pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

15 **1.6 Effective Date**

16 The term “Effective Date” means the date on which the Court approves this Consent
17 Judgment and enters Judgment pursuant to its terms.

18 **2. INJUNCTIVE RELIEF: REFORMULATION**

19 **2.1 Reformulation Commitment**

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

25 **2.2 Reformulation Standard**

26 For purposes of this Consent Judgment, “Reformulated Products” are defined as Products
27 that meet the following criteria: (1) the brass alloy from which the Products are made shall have
28 no lead (Pb) as an intentionally added constituent; (2) the brass alloy from which the Products are

1 made shall have a lead (Pb) content by weight of no more than 0.01% (100 parts per million, or
2 “100 ppm”) lead content when analyzed utilizing scientifically appropriate adherence to the
3 protocols set forth in AOAC Method 2013.06 (21st Ed., 2019) by a laboratory, accredited by the
4 State of California, a federal agency or a nationally recognized accrediting organization, using
5 inductively coupled plasma mass spectrometry (“ICP-MS”) equipment with a level of detection
6 of 10 ppm or less (“**Accredited Laboratory**”) and (3) that yield a test result of no more than 1.0
7 microgram of lead (Pb) on the Product’s entire surface area when sampled pursuant to the NIOSH
8 9100 testing protocol and analyzed pursuant to EPA 3050B and 6020A or equivalent
9 methodologies by an Accredited Laboratory. Any required sampling of shipments/batches will
10 follow generally accepted random sampling protocols.

11 **2.3 Clear and Reasonable Warnings**

12 Commencing on the Effective Date and continuing thereafter, for all Products that are not
13 Reformulated Products as defined by Section 2.2, above, Faria shall provide clear and reasonable
14 warnings in accordance with this Section pursuant to Cal. Code Regs., tit. 27, § 25600, et seq.
15 Each warning shall be prominently placed with such conspicuousness as compared with other
16 words, statements, or designs as to render it likely to be read and understood by an ordinary
17 individual under customary conditions before purchase or use.

18 The warning shall consist of either the Warning or Alternative Warning described in
19 Sections 2.3(a) or (b), at Faria Beede’s sole election, which election can change over time:

20 **(a) Warning.** The “Warning” shall consist of the statement:



21 **“WARNING” [or] “CA WARNING” [or] “CALIFORNIA**
22 **WARNING:”** This product can expose you to chemicals including lead,
23 which is known to the State of California to cause cancer and birth
24 defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov.

25
26 **(b) Alternative Warning:** Faria Beede may, but is not required to, use one of
27
28

the alternative short-form warnings¹ as set forth in this Section 2.3(b) as follows:

 **“WARNING”** [or] **“CA WARNING”** [or] **“CALIFORNIA WARNING:”** Risk of cancer or reproductive harm from exposure to lead. See www.P65Warnings.ca.gov.

OR

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

OR

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

2.3.1 Foreign Language Requirement. Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information, as that term is defined in Cal. Code Regs., tit. 27, § 25600.1(c) (**“Consumer Information”**), in languages other than English, the warning must also be provided in those languages in addition to English.

2.3.2 Product Warnings. Faria shall affix a warning to the Product label or otherwise directly on each Product. For the purpose of this Agreement, **“Product label”** means a display of written, printed or graphic material that is printed on or affixed to each of a Product or its immediate wrapper. A warning provided pursuant to Section 2.3 must print the word **“WARNING:”** in all capital letters and in bold font. The warning symbol to the left of the word **“WARNING:”** must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the labeling does not use the color yellow, then the symbol may be in black and white. The entire warning shall appear in a type size no smaller than the largest type size used for other Consumer Information on the Products.

¹ An **Alternative Warning** on a Product manufactured and labeled prior to January 1, 2028 may be provided using the form set forth in this Consent Judgment or, as allowed under Title 27, California Code of Regulations, § 25603(c), in accordance with the previously applicable “safe harbor” short form of Warning; provided, however, use of the previously applicable “safe harbor” form of Warning as allowed under Section 25603(c) shall end for products manufactured on and after January 1, 2028. An **Alternative Warning** on a Product manufactured and labeled on or after January 1, 2028 shall be provided as allowed under Title 27, California Code of Regulations, § 25603(b).

1 **2.3.3 Internet Warnings.** If, after the Effective Date, Faria sells Products via the
2 internet on websites over which it has control, Faria shall provide warnings for each Product both
3 on the Product label in accordance with Section 2.3.2, and by prominently displaying, or
4 requiring the warning to be prominently displayed on affiliated websites, third party websites or
5 by retail customers, to consumers in California during the purchase of the Products without
6 requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the
7 warning using the word “**WARNING**” given in conjunction with the sale of the Products via the
8 internet shall appear either: (a) on the same web page on which the Products are displayed; (b) on
9 the same web page as the virtual cart displaying the Products; (c) on the same page as the price
10 for the Products; or (d) on one or more web pages displayed to a purchaser during the checkout
11 process. The warning shall appear adjacent to or immediately following the display, description,
12 or price of the Products for which it is given in the same type size or larger than other consumer
13 information provided for the Products. For third party websites over which Faria has no control,
14 Faria shall instruct its customers to provide the warning required by this Section as a condition of
15 sale of the Products and shall supply the applicable warning requirements, pursuant to Section
16 2.3.

17 **3. MONETARY SETTLEMENT TERMS**

18 **3.1 Civil Penalty**

19 Pursuant to Health and Safety Code § 25249.7(b), Faria agrees to pay a civil penalty of
20 \$2,500 within ten (10) business days of the Effective Date. Faria’s civil penalty payment will be
21 allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent
22 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment
23 (“**OEHHA**”), and the remaining twenty-five percent (25%) retained by BSF. BSF’s counsel shall
24 deliver to OEHHA and BSF their respective portions of the penalty payment. Faria shall deliver its
25 civil penalty payments to the address listed in Section 3.3, below as follows:

- 26 • One payment of \$1,875.00 to OEHHA, due ten (10) days after the Effective Date
27 and Faria Beede’s receipt of the W9s for OEHHA and BSF.
- 28 • One payment of \$625.00 to Seven Hills LLP in Trust for Blue Sky Forever, due

ten (10) days after the Effective Date and Faria Beede's receipt of the W9s for OEHHA and BSF.

3.2 Reimbursement of Attorneys' Fees and Costs

BSF and its counsel offered to resolve the allegations in the Notice and Complaint without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to BSF's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and reporting of this Consent Judgment to the Office of the California Attorney General and entry of Judgment pursuant its terms, but exclusive of fees and costs on appeal, if any. Within ten (10) days of the Effective Date, Faria shall issue a check in the amount of \$24,000 and made payable to "Seven Hills LLP" for all fees and other costs incurred investigating, bringing this matter to Faria's attention, litigating, negotiating a settlement in the public interest, obtaining the Court's approval of its terms pursuant to Section 5, and reporting to the California Attorney General. Faria shall deliver its payment to the address listed in Section 3.3.

3.3 Payments

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

Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 BSF's Release of Proposition 65 Claims

This Consent Judgment is a full, final, and binding resolution of the claims that were or could have been asserted by BSF arising out of the allegations in the Notice and in the Complaint. BSF, acting on its own behalf, in the public interest, and on behalf of its past and current agents, representatives, attorneys, successors and assignees ("**Releasors**") releases Faria, its past and

1 present parents, subsidiaries, affiliated entities under common ownership, directors, officers,
2 employees, attorneys, insurers, administrators (“**Faria Beede Released Party**”), and each entity
3 to whom Faria directly or indirectly distributes or sells the Products including, but not limited to
4 its downstream distributors, wholesalers, marketplace hosts, customers, retailers, franchisee,
5 cooperative members and licensees (“**Downstream Released Party**”) (together with Faria Beede
6 Released Party and Downstream Released Party, the “**Releasees**”) based on the failure to provide
7 a clear and reasonable warning under Proposition 65 about alleged exposures to lead (Pb)
8 contained in the Products Faria sold before the Effective Date, as alleged in the Notice and
9 Complaint. The Parties further agree that compliance with Section 2 of this Consent Judgment
10 shall be deemed compliance with Proposition 65 with respect to alleged exposures to lead (Pb) in
11 the Products.

12 The Parties further understand and agree that this Section 4.1 release shall not extend to
13 Releasees who have been instructed by Faria pursuant to Section 2.3, to provide a warning on
14 Products that are not Reformulated Products and have failed to do so.

15 **4.2 BSF’s Individual Release of Claims**

16 In further consideration of the promises and agreements herein contained, BSF, as an
17 individual and *not* on behalf of the public, on behalf of itself, its past and current agents,
18 representatives, attorneys, successors, and/or assignees, hereby releases, waives and forever
19 discharges all of BSF’s rights to institute or participate in, directly or indirectly, any form of legal
20 action and releases all claims that BSF may have against Faria and Downstream Released Party,
21 including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
22 demands, obligations, damages, costs, fines, penalties, losses or expenses, including, but not
23 exclusively, investigation fees, expert fees, and attorneys’ fees arising under Proposition 65
24 regarding the failure to warn about exposure to lead (Pb) in the Products sold by Faria and sold in
25 or into California before the Effective Date. The Parties further understand and agree that this
26 Section 4.1 release shall not extend to Releasees who have been instructed by Faria pursuant to
27 Section 2.3, to provide a warning on Products that are not Reformulated Products and have failed
28 to do so.

1 **4.3 Faria’s Release of BSF**

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

8 **5. COURT APPROVAL**

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

16 **6. SEVERABILITY**

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

20 **7. GOVERNING LAW**

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

24 **8. NOTICE**

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

1 For Faria:

2 Emily M. Weissenberger
3 Faegre Drinker Biddle & Reath LLP
4 4 Embarcadero Ctr, Fl 27
San Francisco, CA 94111

For BSF:

Laralei Paras, Esq.
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

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

7 **9. COUNTERPARTS AND PDF SIGNATURES**

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

11 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

14 **11. ENTIRE AGREEMENT**

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

23 **12. MODIFICATION**

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

27 **13. AUTHORIZATION**

28 The undersigned are authorized to execute this Consent Judgment on behalf of their

1 respective Parties and have read, understood, and agreed to all the terms and conditions of this
2 Consent Judgment.

3
4 **AGREED TO:**

5 Date: 9/23/2026

6
7 By: 

8 Anthony Nguyen, CEO
Blue Sky Forever

AGREED TO:

Date: 9/10/26

By: 

Fred J. Merritt, CEO
Faria Beede Instruments, Inc.