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Attorneys for Defendant
SELLMARK CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

KEEP AMERICA SAFE AND BEAUTIFUL,

Plaintiff,

v.

SELLMARK CORPORATION and DOES
1-30, inclusive,

Defendants.

Case No. CGC-26- 636088

[PROPOSED] CONSENT JUDGMENT

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

Case Filed: April 17, 2026
Trial: Not Set

1 **1. INTRODUCTION**

2 This Consent Judgment is entered by and between plaintiff Keep America Safe and Beautiful
3 (“KASB”) and defendant Sellmark Corporation (“Sellmark”), with KASB and Sellmark each
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in KASB’s
5 September 11, 2025, 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic
6 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 products
12 sold in California. KASB alleges that Sellmark is a “person in the course of doing business” as that
13 phrase is defined by California Health & Safety Code § 25249.11(b).

14 **1.2 Consumer Product Description**

15 KASB alleges that Sellmark imports, sells and distributes for sale in California Firearm
16 Boresights with brass components containing the heavy metal, “Lead” including but not limited to, the
17 *Sightmark Accudot 12 Gauge Laser Boresight SM39054, UPC: 8 12495 02509 9*. KASB further alleges
18 Sellmark has done so without providing the clear and reasonable health hazard warning required by
19 Proposition 65. All such Firearm Boresights are referred to hereinafter as the “Products.” Lead is listed
20 pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth
21 defects or other reproductive harm.

22 **1.3 Notice of Violation**

23 On September 11, 2025, KASB served Sellmark, the Office of the California Attorney General
24 (“OAG”), and all other requisite public enforcement agencies with a 60-Day Notice of Violation
25 (“Notice”). In the Notice, KASB alleges Sellmark violated Proposition 65 by failing to warn its
26 customers and consumers in California that the Products can expose users to Lead. No public enforcer
27 has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.
28

1 **1.4 Complaint**

2 On April 17, 2026, KASB commenced the instant action (“Complaint”), naming Sellmark as
3 a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

4 **1.5 Compromise and No Admission**

5 The Parties enter into this Consent Judgment to resolve the controversy described above in a
6 manner consistent with prior Proposition 65 settlements and consent judgments that were entered in the
7 public interest and to avoid prolonged and costly litigation between them. Sellmark denies the material,
8 factual and legal allegations contained in the Notice and Complaint and maintains that all products it
9 sold or distributed for sale in California, including the Products, comply with all laws. Neither any term
10 of this Consent Judgment nor Sellmark’s compliance with its terms shall be deemed or construed as an
11 admission by Sellmark or its affiliates of any fact, finding, legal issue or conclusion, or violation of
12 law, but to the contrary as a compromise of claims that are expressly contested and denied. Nothing in
13 this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense
14 Sellmark may have in any other or future legal proceeding. This Section shall not, however, diminish
15 or otherwise affect the Parties’ obligations, responsibilities, and duties under this Consent Judgment.

16 **1.6 Jurisdiction**

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

21 **1.7 Effective Date**

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

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

25 **2.1 Reformulation Commitment**

26 Commencing on the Effective Date and continuing thereafter, all Products Sellmark
27 manufactures, imports, packages, sells, ships, provides, or distributes for sale in or into California,
28 directly or through Sellmark’s immediate downstream third-party customers that Sellmark knows or

reasonably should know offer the Products for sale in or into California, shall either qualify as Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and reasonable warning pursuant to Section 2.3.

2.2 Reformulation Standard

For purposes of this Consent Judgment, “Reformulated Products” are defined as Products (1) that contain Lead (Pb) no more than 0.009% or 90 parts per million lead content (“ppm”) when analyzed utilizing scientifically appropriate adherence to the protocols set forth in AOAC Method 2013.06 (21st Ed., 2019) by a laboratory, accredited by the State of California, a federal agency, or a nationally recognized accrediting organization (“Accredited Laboratory”), using inductively coupled plasma mass spectrometry (“ICP-MS”) equipment with a level of detection (“LOD/LOQ”) of 10 ppm or less and (2) that yield a result of no more than 1.0 micrograms of lead when sampled according to the NIOSH 9100 testing protocol and analyzed pursuant to EPA 3050B and 6020A or equivalent methodologies by an Accredited Laboratory. Any required sampling of shipments/batches will follow generally accepted random sampling protocols.

2.3 Clear and Reasonable Warnings

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

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

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

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

⚠️ **WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING:** Risk of cancer and 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 -

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

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

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

2.4 Product Warnings

Commencing on the Effective Date and continuing thereafter, for all Products sold and/or offered for sale in California that do not meet the definition of “Reformulated Products” established by Section 2.2, above. Sellmark shall affix a warning to the Product label, packaging, or otherwise directly on Products provided for sale to consumers in California and to customers Sellmark knows or reasonably should know offer internet sales, maintain retail outlets in California or engage in nationwide distribution. For purposes of this Agreement, “Product label” means any display of written, printed or graphic material printed on or affixed to a Product or its immediate container or packaging. A warning provided pursuant to section 2.3(a) or (b) 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 if the labeling does not use yellow, the symbol may be in black and white. The entire warning shall appear in at least 6-point type and no smaller than the largest type size used for other consumer information on the Products.

2.5 Internet Warnings

If, after the Effective Date, Sellmark sells Products other than Reformulated Products via the internet, through its own website(s), affiliated websites or a third-party website Sellmark knows or reasonably should know sells Products online directly to California consumers, or to customers with retail outlets located in California or that offer nationwide distribution, Sellmark shall provide warnings for each Product both on the Product label in accordance with Section 2.4, and by prominently displaying, or requiring the warning to be prominently displayed to the consumer during the purchase of the Product without requiring customers to seek out the warning. The warning or a clearly marked hyperlink to the warning using the word “**WARNING**” given in conjunction with the sale of the Covered Products via the internet shall appear (a) on the same web page on which the Products are displayed; (b) via a clearly marked hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA WARNING**” on the product display page that links to the warning; or (c) as an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase (which does not include a warning in the general content section of the website). For third-party websites where Sellmark knows or reasonably should know the Products will be sold online in or into California, Sellmark shall notify such sellers the Covered Products must be accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply the seller(s) of the warning requirements established by this Section 2.

3. **MONETARY SETTLEMENT TERMS**

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Sellmark agrees to pay a civil penalty of \$4,000 within thirty (30) days of the Effective Date. Sellmark’s civil penalty payment will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining twenty-five percent (25%) retained by KASB. Sellmark shall issue its payment in two checks made payable to: (a) “OEHHA” in the amount of \$3,000; and (b) “Seven Hills LLP in trust for Keep America Safe and Beautiful” in the amount of \$1,000. KASB’s counsel shall deliver to OEHHA and KASB their respective portions of the penalty payment.

1 **3.2 Reimbursement of Attorneys' Fees and Costs**

2 The Parties negotiated Sellmark's reimbursement of a portion of KASB's attorneys' fees and
3 costs under general contract principles and the private attorney general doctrine, codified at California
4 Code of Civil Procedure § 1021.5. The negotiated reimbursement includes all work performed through
5 the mutual execution and reporting of this Consent Judgment to the OAG and obtaining an entry of
6 Judgment by the Court pursuant its terms, but exclusive of fees and costs on appeal, if any. Within
7 thirty (30) days of the Effective Date, Sellmark shall issue a check for \$29,000, payable to "Seven Hills
8 LLP" for all fees and costs incurred investigating, bringing this matter to Sellmark's attention,
9 litigating, negotiating a settlement, obtaining the Court's approval of its terms pursuant to Section 5,
10 and reporting the Parties' settlement to the OAG.

11 **3.3 Payments**

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

14 Seven Hills LLP
15 Attn: Laralei Paras, Esq.
16 1 Embarcadero Center, Suite 1200
 San Francisco, CA 94111

17 **4. CLAIMS COVERED AND RELEASED**

18 **4.1 KASB's Release of Proposition 65 Claims**

19 This Consent Judgment is a full, final, and binding resolution of the claims that were or could
20 have been asserted by KASB arising out of the allegations in the Notice and in the Complaint. KASB,
21 acting on its own behalf, in the public interest, and on behalf of its past and current agents,
22 representatives, attorneys, successors and assignees ("Releasers") releases Sellmark, its past and
23 present subsidiaries, affiliated entities under common ownership, directors, officers, employees,
24 attorneys, and each entity to whom Sellmark directly or indirectly distributes or sells the Products
25 including, but not limited to, its downstream distributors, wholesalers, marketplace hosts, customers,
26 retailers, franchisees, cooperative members, and licensees ("Releasees") based on the alleged failure to
27 provide a clear and reasonable warning under Proposition 65 about actual or alleged exposures to Lead
28 in Products manufactured, packaged, labeled, distributed, sold and/or offered for sale in California by

Sellmark before the Effective Date, as set forth in the Notice and Complaint. Sellmark's compliance with Section 2 of this Consent Judgment shall be deemed compliance with Proposition 65 with respect to exposures to Lead in the Products.

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

4.2 KASB's Individual Release of Claims

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

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

4.3 Sellmark's Release of KASB

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

1 **4.4 Mutual Waiver of Unknown Claims**

2 KASB on its own behalf as a nonprofit corporation, and *not* in the public interest, on the one
3 hand, and Sellmark, on the other hand, each acknowledge that the claims in this Consent Judgment
4 include all known and unknown claims pertaining to the failure to warn of exposures to Lead in
5 Products sold in California before the Effective Date, except as provided in Section 4.1, above, and
6 each waives the provisions of California Civil Code section 1542 as to any unknown claims pertaining
7 to the failure to warn of exposures to DEHP in Products sold in California that may have existed prior
8 to and including the Effective Date, except as provided in Section 4.1. California Civil Code section
9 1542 reads as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
12 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
13 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

14 The Parties acknowledge and understand the significance and consequences of this specific waiver
15 of California Civil Code section 1542 and agree to waive the same as well as any statute of similar
16 import or meaning of any other jurisdiction.

17 **5. COURT APPROVAL**

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

24 **6. SEVERABILITY**

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

1 **7. GOVERNING LAW**

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

7 **8. NOTICE**

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

11 For Sellmark:

12 PJ Malak, General Counsel
13 Sellmark Corporation
14 2201 Heritage Parkway
Mansfield, TX 76063

For KASB:

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

15 With a copy to:

16 Andrey Y. Woo Nazal, Esq.
17 Kronick Moskowitz Tiedemann & Girard
18 1331 Garden Highway, 2nd Floor
Sacramento, CA 95833

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

21 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

25 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

26 KASB and its counsel agree to comply with the reporting form requirements referenced in
27 California Health and Safety Code § 25249.7(f).
28

1 **11. 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 hereof, and any and all prior discussions, negotiations,
4 commitments, or understandings, if any, are hereby merged. No warranty, representation or other
5 agreement between the Parties exists except as expressly set forth herein. No representation, oral or
6 otherwise, express or implied, other than those specifically referred to in this Consent Judgment have
7 been made by any Party. No other agreement not specifically contained herein, shall be deemed to exist
8 or to bind either of the Parties hereto.

9 **12. MODIFICATION**

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

20 **13. AUTHORIZATION**

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

23 **AGREED TO:**

24 Date: April 19, 2026

25
26 By: 

27 Lance Nguyen, CEO
28 KEEP AMERICA SAFE AND
BEAUTIFUL

AGREED TO:

Date: April 10, 2026

By: 

PJ Malak, General Counsel
SELLMARK CORPORATION