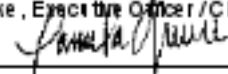


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ROB BONTA
Attorney General of California
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General
DENNIS A. RAGEN, SBN 106468
DIJE NDREU, SBN 251278
ELIZABETH SONG, SBN 326616
Deputy Attorneys General
300 South Spring Street, Suite 1702
Los Angeles, CA 90013-1230
Telephone: (213) 269-6221
Fax: (916) 731-2128
E-mail: Elizabeth.Song@doj.ca.gov
Attorneys for the People of the State of California

FILED
Superior Court of California
County of Alameda
01/22/2026
Clad Fluke, Executive Officer / Clerk of the Court
By:  Deputy
P. Greene

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

**PACIFIC AMERICAN FISH COMPANY, INC. ET
AL.,**

Defendants.

Case No. RG20085046

ASSIGNED FOR ALL PURPOSES TO:
JUDGE SOMNATH CHATTERJEE
DEPARTMENT 21

~~PROPOSED~~ **CONSENT JUDGMENT
RESOLVING THE PEOPLE’S CLAIMS
AGAINST PACIFIC AMERICAN FISH
COMPANY, INC.**

This Consent Judgment is between Plaintiff, the People of the State of California, by and through Rob Bonta, Attorney General of the State of California (“People”), and Defendant, Pacific American Fish Company, Inc. (“PAFCO”). The People and PAFCO are collectively referred to as the “Parties” and individually as a “Party.”

1. Introduction

1.1. PAFCO employs ten or more persons and sells fresh or frozen packaged seafood products, either directly or indirectly, to consumers in the State of California.

1.2. On February 22, 2021, the People filed a First Amended Complaint for Civil Penalties and Injunctive Relief (“Complaint”) in the Superior Court of the State of California, County of Alameda, against five named defendants, including PAFCO. The

1 Complaint alleges that the defendants violated provisions of the Safe Drinking Water and Toxic
2 Enforcement Act of 1986, Health and Safety Code, section 25249.5 et seq. (“Proposition 65”),
3 and Business and Professions Code, section 17200 et seq. (“Unfair Competition Law”), by
4 knowingly and intentionally exposing individuals to lead and/or cadmium in the Covered
5 Products without first providing a clear and reasonable warning to such individuals. Lead and
6 cadmium are substances known to the State of California to cause cancer and reproductive
7 toxicity.

8 1.3. For purposes of this Consent Judgment only, the Parties stipulate that this
9 Court has jurisdiction over the allegations of violations contained in the Complaint and personal
10 jurisdiction over PAFCO as to the acts alleged in the Complaint. PAFCO waives its right to assert
11 any objection to venue in the County of Alameda, and agrees that this Court has jurisdiction to
12 enter this Consent Judgment and to bind the Parties hereto, and to enforce this Consent Judgment
13 against PAFCO.

14 1.4. The fresh and frozen packaged seafood products covered by this Consent
15 Judgment (“Covered Products”) are identified in the attached Exhibit A. After the Effective Date,
16 should PAFCO introduce for sale to consumers in California a fresh or frozen packaged seafood
17 product not identified in Exhibit A and desire to incorporate such product(s) into this Consent
18 Judgment, PAFCO shall give notice of such new product(s) to the Attorney General in the form
19 of a revised version of Exhibit A. Should the Attorney General object to such notice within forty-
20 five (45) days of receipt of such notice, the Attorney General and PAFCO shall meet and confer
21 and proceed in accordance with Paragraph 10; otherwise, this Consent Judgment shall be deemed
22 to be modified to include such product(s) as a Covered Product.

23 1.5. PAFCO enters into this Consent Judgment to settle certain disputed claims
24 as alleged in the Complaint and to avoid potentially lengthy and/or costly litigation between the
25 Parties hereto. By entering into this Consent Judgment, PAFCO does not admit any facts or
26 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or
27 demonstrating any violations of Proposition 65, the Unfair Competition Act, or any other
28 statutory, common law, or equitable requirements relating to exposures to lead and/or cadmium

1 from the Covered Products. Nothing in this Consent Judgment shall be construed as an admission
2 by PAFCO of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance
3 with this Consent Judgment constitute or be construed as an admission by PAFCO of any fact,
4 conclusion of law, issue of law, or violation of law. Except as provided herein, nothing in this
5 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
6 Parties may have in this or any other or future legal proceedings. This Section shall not diminish
7 or otherwise affect the obligations, responsibilities, and duties of the Parties under this Consent
8 Judgment.

9 1.6. PAFCO waives the right to a hearing and trial on the matters alleged in the
10 Complaint. Except for Section 7.2 below, whereby PAFCO may file an opposition to a noticed
11 motion for attorney’s fees and costs filed by a Private Enforcer, PAFCO agrees not to challenge
12 or object to entry of this Consent Judgment by the Court unless notified in writing that the People
13 no longer support entry of the Consent Judgment.

14 2. Definitions

15 2.1. “Average Annual Profits” shall mean the gross profits from PAFCO’s
16 California sales of Covered Products, or from an Opt-In Defendant’s California sales of fresh
17 and/or frozen seafood products, averaged over three years. For the calculations required by this
18 Consent Judgment, these sales will be averaged over the following three calendar years: 2021,
19 2022 and 2023. PAFCO has provided (and any Opt-In Defendant shall provide, as applicable)
20 the People with a declaration that sets forth the calculations required by this section, together
21 with supporting data, and that confirms that this data is correct. As PAFCO has informed the
22 People in writing that these calculations and profit data are confidential, the People will treat
23 these calculations and data as confidential pursuant to Evidence Code section 1040.

24 2.2. “Compliance Documentation” shall include: (i) the certifications from the
25 Independent Food Quality Auditor or Internal Auditor pursuant to Section 3.2 and Exhibit D of
26 this Consent Judgment; (ii) the Safeguard Confirmation Letter required by Section 3.2.5 of this
27 Consent Judgment; (iii) a resume or summary of the qualifications of the Independent Food
28 Quality Auditor who has provided the Auditor’s Certification(s) required under this Consent

1 Judgment that establishes that the Auditor has the qualifications specified in Section 2.4 below;
2 (iv) a statement showing the Internal Auditor has complied with the requirements of Sections
3 3.2.2. and 3.2.3 and (v) any other submittals that PAFCO (or any Opt-In Defendant, as
4 applicable) is required to provide pursuant to this Consent Judgment.

5 2.3. “Effective Date” shall mean the date upon which the Court enters this
6 Consent Judgment.

7 2.4. “Independent Food Quality Auditor” or “Independent Auditor” shall mean
8 an independent auditing company or person, foreign or domestic, that:

9 (i) has extensive knowledge of good manufacturing practices in the food processing industry;

10 (ii) has sufficient experience in inspecting food processing facilities to ensure compliance
11 with good manufacturing practices, with the Hazard Analysis and Critical Control Point
12 (HACCP) food safety management system, and with the FDA Fish and Fishery Products
13 Hazards and Controls Guidance, and is knowledgeable with regard to (1) heavy metals as a
14 potential hazard in food products, and (2) appropriate process controls to minimize heavy
15 metal contamination;

16 (iii) is (1) certified as an International HACCP Alliance Lead Instructor; (2) certified as a Safe
17 Quality Food (SQF) HACCP Lead Auditor or SQF Consultant; (3) holds a National
18 Environmental Health Association Certified Professional - Food Safety (CP-FS) Credential;
19 (4) is certified as a Food Scientist by the Institute of Food Technology; or (5) has equivalent
20 qualifications; and

21 (iv) has submitted a satisfactory resume of qualifications.

22 PAFCO (and any Opt-In Defendant, as applicable) may select any Independent Food Quality
23 Auditor that meets these criteria. Upon request by the People, PAFCO (and any Opt-In
24 Defendant, as applicable) shall provide to the People a summary of the qualifications of the
25 Independent Auditor it selects, showing that the requirements of this Section 2.4 have been
26 satisfied; however, neither PAFCO nor any Opt-In Defendant is required to seek pre-approval
27 from the People of its selection of the Independent Auditor.
28

1 cause birth defects or other reproductive harm. Pregnant women should limit exposure to
2 [lead] [and] [cadmium] because [it] [they] can harm the developing baby. [Insert
3 Company Name] does not add [lead] [or] [cadmium] to its products; [lead] [and]
4 [cadmium] [is] [are] found at varying levels in the marine environment and can
5 concentrate in shellfish. For more information, go to www.P65warnings.ca.gov/food.

6 For Covered Products that contain both lead and cadmium, PAFCO may include either chemical
7 in the warning required by this Section 3.1.1; it need not include both chemicals. If lead or lead
8 compounds or some other chemical is present in PAFCO’s Covered Product at a level that would
9 require a warning for cancer, PAFCO shall provide a warning for cancer consistent with the law
10 and with the applicable Proposition 65 regulations, including California Code of Regulations,
11 Title 27, section 25607.2.

12 3.1.2. For all Covered Products except for the Sanford New Zealand Greenshell
13 Mussels in the Half Shell product (“Greenshell Mussels product”), the warning shall be printed on
14 the product label. The warning shall be prominently displayed on the label of the Covered
15 Product with such conspicuousness as compared with other words, statements, designs, or devices
16 on the label as to render the warning likely to be seen, read, and understood by an ordinary
17 individual under customary conditions of purchase or use. The warning must be set off from
18 other surrounding information and enclosed in a box.

19 3.1.3. For the Greenshell Mussels product, PAFCO will comply with its warning
20 obligations under California Code of Regulations, title 27, section 25600.2, subdivisions (b) and
21 (c), as follows: on an annual basis, starting no later than sixty (60) days from the Effective Date,
22 PAFCO shall provide to the authorized agent for each entity, whether a retailer, distributor, or
23 wholesaler, to which it sells or has sold in the twelve (12) months prior to such date the
24 Greenshell Mussels product that is sold to California consumers the following: (1) a notice in the
25 form set forth in Exhibit G, (2) warning instructions in the form set forth in Exhibit H, and (3)
26 warning materials in the form set forth in Exhibit I (collectively, “Notice Materials”). The
27 warning materials shall have the same content as that appearing on Exhibit I. Should PAFCO
28 commence sales of the Greenshell Mussels product that is sold to California consumers to a new

1 entity, whether a retailer, distributor, or wholesaler, PAFCO shall provide the Notice Materials
2 prior to, or upon, its first delivery of the Greenshell Mussels product to such entity. Within ninety
3 (90) days of the Effective Date of this Consent Judgment, and annually thereafter, PAFCO shall
4 provide the People with (i) proof that the Notice Materials were delivered to each entity, whether
5 a retailer, distributor, or wholesaler, that sells or has sold in the prior twelve (12) months this
6 product in California and that received this product from PAFCO, and (ii) confirmation of receipt
7 of the Notice Materials from each entity, whether a retailer, distributor, or wholesaler, pursuant to
8 California Code of Regulations, Title 27, section 25600.2, subdivisions (b) and (c). So long as
9 PAFCO complies with the provisions of this subsection and California Code of Regulations, Title
10 27, section 25600.2, subdivisions (b) and (c), PAFCO shall not be held liable for a violation of
11 this Consent Judgment or Proposition 65.

12 3.1.4. Where a label used to provide a warning includes other consumer
13 information about a product in a language other than English, the warning must also be provided
14 in that language in addition to English. Enforcement of this paragraph and paragraph 3.1.5 shall
15 be consistent with the applicable provisions in California Code of Regulations, Title 27, §
16 25600.2.

17 3.1.5. For internet sales, in addition to appearing on the product label, the
18 warning must also be provided on the website by including the warning or a clearly marked
19 hyperlink using the word “WARNING” on the product display page, or by otherwise prominently
20 displaying the warning to the purchaser prior to the purchaser’s completing the purchase. A
21 warning is not prominently displayed if the purchaser must search for it in the general content of
22 the website.

23 3.2. Settling Defendant will provide the People with written Good
24 Manufacturing Practices certifications (“GMP Certifications”) on an annual basis, confirming that
25 the Good Manufacturing Practices (“GMPs”) set forth in Exhibit C have been fully satisfied. The
26 GMP Certifications submitted by Settling Defendant shall be as specified in this Section 3.2 and
27 in the form set forth in Exhibit D. The GMP Certifications by suppliers shall be submitted as
28 specified in Section 3.2.5. PAFCO represents that it manufactures or packages all of the Covered

1 Products that it sells, except for the Greenshell Mussels product.

2 3.2.1. Within sixty (60) calendar days of the Effective Date, PAFCO shall retain
3 an Independent Food Quality Auditor, who will provide the People with the first such signed
4 GMP Certification within ninety (90) calendar days of the Effective Date.

5 3.2.2. After the Independent Food Quality Auditor has provided the initial GMP
6 Certification required under Section 3.2 and the first annual GMP Certification, in the form set
7 forth in Exhibit D, then an employee or other agent of the Settling Defendant or its suppliers, as
8 applicable, who has received training adequate to conduct and document the audits (“Internal
9 Auditor”) may assume the Independent Food Quality Auditor’s responsibility for the subsequent
10 annual audits and GMP Certifications required by Section 3.2 and other provisions of this
11 Consent Judgment. When an Internal Auditor assumes responsibility for providing GMP
12 Certifications pursuant to this Section, the first such annual GMP Certification must be reviewed
13 by an Independent Food Quality Auditor selected pursuant to Section 2.3 before being submitted
14 to the People. In order to facilitate such review, the Internal Auditor who prepared the GMP
15 Certification shall provide the Independent Food Quality Auditor with such documents,
16 photographic evidence, information regarding laboratory standards and practices, and other
17 information or data as may be reasonably necessary for the Independent Food Quality Auditor to
18 evaluate the GMP Certification. The Internal Auditor may be replaced from time to time by other
19 persons or entities who receive prior training adequate to conduct and document the audits.

20 3.2.3. Settling Defendant will provide the People with Compliance
21 Documentation in a timely manner, and will also provide this Compliance Documentation upon
22 receipt of a written request from the People.

23 3.2.4. Settling Defendant may obtain an extension, not to exceed forty-five (45)
24 calendar days, of the due date for a GMP Certification required by Section 3.2, if, prior to that
25 due date, it provides the Attorney General with a written request for the extension that
26 summarizes the reasons that additional time is needed.

27 3.2.5. Within thirty (30) calendar days of the Effective Date, and once annually
28 thereafter for a period of three (3) years, PAFCO shall send a letter (Safeguard Confirmation

1 Letter) to each of its suppliers of any Covered Products for sale into California, requesting that
2 each supplier provide the Safeguard Confirmation set forth in Exhibit E, Attachment 1, or the
3 information necessary to enable the Independent Auditor or Internal Auditor to provide a GMP
4 Certification (Exhibit D); the text of the request to be conveyed to such suppliers is set forth in
5 Exhibit E. Within sixty calendar (60) days of the Effective Date, and once annually thereafter for
6 three (3) years, PAFCO will provide the People with (i) proof that the Safeguard Confirmation
7 Letter set forth in Exhibit E and the Safeguard Confirmation set forth in Exhibit E, Attachment 1,
8 was delivered to each of its suppliers, and (ii) a copy of each supplier's response to that request, if
9 any. If a supplier refuses this request and PAFCO continues to do business with such supplier,
10 then the Internal Auditor (if any) and the Independent Auditor shall (1) meet with an employee of
11 that independent supplier responsible for quality control; (2) discuss the importance of the GMPs
12 set forth in Exhibit C; and (3) provide a written report to the People that describes the GMPs that
13 the independent supplier has agreed to implement, if any. Any such reports shall be submitted
14 concurrently with the annual GMP Certifications required by this Section 3.2.

15 **4. Settlement Payments**

16 Within thirty (30) calendar days after the Effective Date, PAFCO shall make the
17 following payments:

18 4.1. Payment of civil penalties pursuant to Health and Safety Code, section
19 25249.7, subdivision (b)(1), as set forth in Exhibit B hereto.

20 4.2. Payment reimbursing the People's fees and costs, in the amounts set forth
21 in Exhibit B.

22 **5. Allocation of Penalty Payments**

23 Civil penalty monies shall be apportioned in accordance with Health and Safety
24 Code, section 25249.12, subdivision (d), with 75% of these funds remitted to the California
25 Office of Environmental Health Hazard Assessment, and the remaining 25% to the Office of the
26 Attorney General, as specified in Exhibit B.

27 **6. People's Share of Payments**

28

1 Any payments made to the Office of the Attorney General pursuant to this Consent
2 Judgment shall be administered by the California Department of Justice and shall be used by the
3 Environmental Justice and Protection Section of the Public Rights Division of the Attorney
4 General's Office, until all funds are exhausted, for any of the following purposes: (1)
5 implementation of the Attorney General's authority to protect the environment and natural
6 resources of the State pursuant to Government Code section 12600 et seq., and as Chief Law
7 Officer of the State of California pursuant to Article V, section 13 of the California Constitution;
8 (2) enforcement of laws related to environmental protection, including, but not limited to,
9 Division 20, of the California Health and Safety Code, Chapters 6.5 and 6.95; (3) enforcement of
10 the Unfair Competition Law, Business and Professions Code section 17200 et seq., as it relates to
11 protection of the environment and natural resources of the State of California; and (4) other
12 environmental actions that benefit the State and its citizens, as determined by the Attorney
13 General. Such funding may be used for the costs of the Attorney General's investigation, filing
14 fees and other court costs, payment to expert witnesses and technical consultants, purchase of
15 equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue
16 environmental actions investigated or initiated by the Attorney General for the benefit of the State
17 of California and its citizens.

18 **7. Payments to Private Enforcers.**

19 Payment of the reasonable fees and costs, if any, that are incurred by any Private
20 Enforcer that served PAFCO with a Proposition 65 Notice, and which the Private Enforcer is
21 entitled to recover pursuant to applicable law, for purposes of resolving any remaining claims by
22 said Private Enforcer, shall be as specified in this Section 7. PAFCO denies any Private Enforcer
23 is entitled to any attorney's fees and costs related to any failure to warn under Proposition 65 or
24 related claims. Nothing in this Consent Judgment shall be construed to suggest, or to support any
25 claim, that any Private Enforcer is entitled to any fees and costs. The amount of these fees and
26 costs, if any, will be established either pursuant to stipulation or pursuant to noticed motion, as
27 follows:
28

1 7.1. Pursuant to Stipulation. Exhibit F sets forth the attorneys’ fee amounts
2 that PAFCO has agreed to pay the Private Enforcers that served them with Proposition 65
3 Notices, if any. Concurrently with the lodging of this Consent Judgment with this Court, each
4 Private Enforcer named in Exhibit F has filed a declaration with this Court, consistent with
5 California Code of Regulations, title 11, section 3201, subdivision (e), establishing that it
6 reasonably incurred the fees and costs that it is scheduled to receive pursuant to Exhibit F.
7 Within thirty (30) days after the Effective Date, PAFCO will pay that Private Enforcer the
8 amount forth in Exhibit F, except to the extent that the Court finds that the declaration submitted
9 by the Private Enforcer is inadequate; if the Court makes such a finding, PAFCO need not make a
10 payment of fees to that Private Enforcer until a fee amount is approved by the Court, and PAFCO
11 will then make the payment in the amount, if any, that is approved by the Court. Such payment
12 shall resolve any remaining claims by the Private Enforcer against PAFCO.

13 7.2. Noticed Motion. If after meeting and conferring, PAFCO and any Private
14 Enforcer that served PAFCO with a Proposition 65 Notice with respect to its Covered Products
15 cannot agree on whether fees are due or on a fee amount, then within thirty (30) calendar days
16 after the Effective Date, any such Private Enforcer may file a motion for recovery of the
17 reasonable attorneys’ fees it incurred with respect to the applicable Proposition 65 Notice(s) and
18 case(s). PAFCO may oppose such motions on any legally appropriate grounds, including that no
19 such fees and costs are due to the Private Enforcer. PAFCO will pay each such Private Enforcer’s
20 fees and costs in the amount set by the Court, if any, in its ruling on those motions, and this
21 payment will resolve any claims that each such Private Enforcer has against PAFCO arising from
22 any Proposition 65 Notice(s) that were the subject of that motion. A list of the Private Enforcers
23 who may make such motions is included in Exhibit F.

24 **8. Additional Enforcement Actions; Continuing Obligations**

25 8.1. The People may, by motion or order to show cause before the Superior
26 Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment.
27 In any action brought by the People to enforce this Consent Judgment, the People may seek
28 whatever fines, costs, penalties, or remedies are provided by law for failure to comply with this

1 Consent Judgment. Where such violations of this Consent Judgment also constitute a violation of
2 Proposition 65, the Unfair Competition Law, the False Advertising Law (Bus. & Prof. Code, §
3 17500 et seq.), or other laws, independent of this Consent Judgment, the People are not limited to
4 enforcement of this Consent Judgment but may seek in another action whatever fines, costs,
5 penalties, or remedies are provided for by law for failure to comply with Proposition 65
6 (assuming that such Settling Defendant, at the relevant time, employs enough persons to qualify
7 as a “[p]erson in the course of doing business” within the meaning of Health and Safety Code
8 section 25249.11, subdivision (a)), the Unfair Competition Law, the False Advertising Law, or
9 any other laws. In any new action brought by the People or another enforcer alleging subsequent
10 violations of law, Settling Defendant may assert any and all available defenses, and the rights of
11 Settling Defendant to defend itself and its actions in law or equity shall not be abrogated or
12 reduced in any fashion by the terms of this Section, except that Settling Defendant shall not
13 contest its obligation to comply with this Consent Judgment as long as this Consent Judgment
14 remains in effect.

15 8.2. By entering into this Consent Judgment, the People do not waive any right
16 to take further enforcement action on any violation not resolved by this Consent Judgment.
17 Nothing in this Consent Judgment shall be construed as diminishing Settling Defendant’s
18 continuing obligations to comply with Proposition 65 or the Unfair Competition Law or any other
19 requirement of law in its future activities.

20 9. Claims Covered

21 9.1. Except as provided elsewhere in this Consent Judgment, this Consent
22 Judgment is a final and binding resolution of any and all violations of Proposition 65 or the
23 Unfair Competition Law, Business and Professions Code, section 17200 et seq., alleged in the
24 Complaint and arising from the alleged failure of PAFCO, prior to the Effective Date, to provide
25 clear and reasonable warnings pursuant to Proposition 65 of exposures to lead and/or cadmium
26 from the Covered Products.

27 9.2. This Consent Judgment shall apply to, be binding upon, and inure to the
28 benefit of, the Parties, their divisions, subdivisions, subsidiaries, and affiliates, any person acting

1 on their behalf, and the successors or assigns of each of them. Unless otherwise provided herein,
2 any change in ownership, partnership status, or corporate status of PAFCO, including, but not
3 limited to, any transfer of assets or real or personal property, shall in no way alter PAFCO's
4 responsibilities under this Consent Judgment, and PAFCO shall be responsible and shall remain
5 responsible for carrying out all activities required of it under this Consent Judgment.

6 9.3. Following the Effective Date, compliance with all of the terms of this
7 Consent Judgment constitutes compliance by PAFCO with Proposition 65 and the Unfair
8 Competition Law with respect to the requirement to warn under Proposition 65 about exposures
9 to lead and/or cadmium from the Covered Products. If there is a change in law or regulation that
10 renders PAFCO's compliance with the terms of this Consent Judgment inadequate to constitute
11 compliance with Proposition 65 or the Unfair Competition Law, the People may notify PAFCO
12 that such a change has occurred, and the People may, after meeting and conferring with PAFCO,
13 by stipulation or noticed motion before this Court, seek to modify this Consent Judgment to
14 achieve compliance with Proposition 65 and the Unfair Competition Law.

15 **10. Modification**

16 10.1. This Consent Judgment may be modified from time to time by express
17 written agreement of PAFCO, any Opt-In Defendant, and the People, with the approval of the
18 Court, or by noticed motion of any of the Parties with an order of the Court, in accordance with
19 law. Modification of this Consent Judgment requested by PAFCO or any Opt-In Defendant, as
20 applicable, may be made with written agreement of the People and approval of the Court, but
21 such modified judgment shall not be binding upon any non-requesting defendant without its
22 agreement to the modification, and the agreement of all the other Parties need not be obtained for
23 the same. Prior to filing a motion to modify this Consent Judgment, the Party making the motion
24 shall meet and confer with any other Party that will be affected by the proposed modification.

25 10.2. If Proposition 65 or its implementing regulations are changed from their
26 terms as they exist on the date of entry of this Consent Judgment, such that warnings for lead
27 and/or cadmium in one or more of the Covered Products are not required, then this Consent
28 Judgment may be modified, pursuant to the provisions in Section 10.1.

1 **11. Opt-In Settlement Program**

2 11.1. This Consent Judgment is executed with the understanding that additional
3 entities, not previously named in this action, that (1) have ten or more employees and sell fresh or
4 frozen seafood in California containing lead and/or cadmium and (2) are seafood harvesters or
5 processors with Average Annual Profits from California sales of fresh and/or frozen seafood
6 products over \$500,000 may wish to be bound by the terms of this Consent Judgment, and
7 thereby become Opt-In Defendants that participate in the People’s “Opt-In Settlement Program.”
8 Any entity interested in becoming an Opt-In Defendant shall, within sixty (60) days of the
9 Effective Date, send notice of its interest to the People, by letter and by e-mail, to the address set
10 forth in Section 12.2. The People, in their discretion, may enter into negotiations with entities
11 interested in becoming Opt-In Defendants, for the purposes of negotiating the following terms,
12 which will be specified in an Amended Consent Judgment:

13 (1) The amount of the civil penalty pursuant to Health and Safety Code, section 25249.7,
14 subdivision (b)(1), that each Opt-In Defendant will pay;

15 (2) The amount of attorneys’ fees that each Opt-In Defendant will pay to the People to
16 compensate for the fees the People have incurred with respect to the investigation and resolution
17 of this matter and in connection with the Opt-in Settlement Program;

18 (3) Either (i) the agreed-upon amount of fees that each Opt-In Defendant will pay to the
19 Private Enforcer(s) that served that Opt-In Defendant with a Proposition 65 Notice, if any, or (ii)
20 a provision for such Private Enforcer to recover reasonable fees incurred, if any, by noticed
21 motion;

22 (4) The date that the Amended Consent Judgment will become effective; this date will be
23 the effective date applicable to the Opt-In Defendants;

24 (5) The products that will be covered by the Amended Consent Judgment; these products
25 will be the covered products applicable to the Opt-In Defendants;

26 (6) Information for Provision of Notice as required by Section 12; and

27 (7) Other terms necessary to effectuate each Opt-In Defendant’s compliance with the
28 remaining terms of the Amended Consent Judgment, which will incorporate the applicable terms

1 of this Consent Judgment, including terms corresponding to those applicable to PAFCO under
2 this Consent Judgment; the Amended Consent Judgment will also include the terms by which
3 Opt-In-Defendants shall become settling defendants under this Consent Judgment.

4 In order to allow for the negotiation of these terms, the People may send a request for
5 relevant information to any entity interested in becoming an Opt-In Defendant, and that party
6 shall respond to that request within thirty (30) days of receipt. The People may thereafter make
7 an offer of settlement (“Opt-In Offer”) to any entity that has satisfied the requirements of this
8 Section 11.1. The entity receiving such an Opt-In Offer shall accept or reject that offer in writing
9 within thirty (30) days of receipt.

10 11.2. Except for the specific terms set forth in subsections (1) through (7) in
11 Section 11.1 above, the Opt-in Defendants shall agree to be bound by, and be subject to, the terms
12 and the benefits of the provisions of this Consent Judgment, as will be specified in the Amended
13 Consent Judgment. Each Opt-In Defendant must agree to the following: (a) to accept service of a
14 summons and an amended complaint as a named Defendant, or as a Doe Defendant to be
15 designated by the Plaintiff, and to file a document that constitutes a general appearance in this
16 action within fourteen (14) days of service of the amended complaint and to timely pay the initial
17 filing fees and other court fees, as applicable; (b) that venue for this matter is proper in Alameda
18 County; and (c) that this Court has jurisdiction to enter the Amended Consent Judgment to bind
19 the Opt-In Defendants, and to enforce the Amended Consent Judgment against the Opt-In
20 Defendants, as needed.

21 11.3. The People shall have the right to reject, in the People’s discretion, any
22 request by an entity to become an Opt-In Defendant.

23 11.4. If the Opt-In Settlement Program attracts what the People, in their
24 discretion, determine to be qualified participant(s), then no later than 365 days from the Effective
25 Date, the People will enter into a Stipulation to Amend Consent Judgment with the Opt-in
26 Defendants that sets forth terms (1) through (7) described in Section 11.1 above, and will present
27 the Court with a Motion for Entry of the Amended Consent Judgment to include those entities
28 that will become Opt-in Defendants. This motion will be supported by the following

1 declarations: (a) a declaration by the People that sets forth facts relevant specifically to the
2 Amended Consent Judgment; (b) declarations by the Opt-In Defendants that will attest to the
3 accuracy of information that they supplied to the People and upon which the People relied in
4 making the Opt-In Offers, and that will certify that each Opt-In Defendant has made a “general
5 appearance and consents to the general jurisdiction of the court,” and has timely paid the initial
6 filing fees and other court fees, as applicable; and (c) declarations from any Private Enforcer that
7 will receive fees from an Opt-In Defendant pursuant to Section 11.1(3)(i), that substantiate the
8 fees that such Private Enforcer will receive. PAFCO agrees and the Opt-In Defendants will agree
9 that they will not oppose the Motion for Entry of the Amended Consent Judgment.

10 **12. Provision of Notice**

11 12.1. When any Party is entitled to receive any notice under this Consent
12 Judgment, the notice shall be sent by U.S. Mail, courier, and by electronic mail. Any Party may
13 modify the person and address to whom the notice is to be sent by sending each other Party
14 written notice of the change.

15 12.2. Notices to the People under this Consent Judgment shall be sent to:

16 Elizabeth Song
17 Deputy Attorney General
18 Office of the Attorney General
19 300 South Spring Street, Suite 1702
20 Los Angeles, CA 90013-1230
21 Elizabeth.Song@doj.ca.gov

22 12.3. Notices to Settling Defendant shall be sent to its designee, as identified on
23 the Settling Defendant’s signature page.

24 12.4. It is the responsibility of each Party to provide updated names and contact
25 information for persons to receive notice under the Consent Judgment.

26 **13. Miscellaneous Provisions**

27 13.1. Authority to Stipulate to Consent Judgment. Each signatory to this Consent
28 Judgment certifies that he or she is fully authorized by the Party he or she represents to enter into
this Consent Judgment on behalf of the Party represented and legally to bind that Party.

1 13.2. Retention of Jurisdiction. This Court shall retain jurisdiction of this matter
2 to implement and enforce this Consent Judgment.

3 13.3. Entire Agreement. This Consent Judgment contains the sole and entire
4 agreement and understanding of the Parties with respect to the entire subject matter hereof, and
5 any and all prior discussions, negotiations, commitments, and understandings related hereto. No
6 representations, oral or otherwise, express or implied, other than those contained herein, have
7 been made by any party hereto. No other agreements not specifically referred to herein, oral or
8 otherwise, shall be deemed to exist or to bind any of the Parties.

9 13.4. Execution in Counterparts. This Consent Judgment may be executed in
10 counterparts, which taken together shall be deemed to constitute one and the same document.

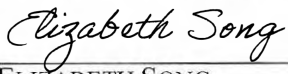
11 13.5. Entry of Consent Judgment Required. This Consent Judgment shall be null
12 and void, and be without any force or effect, unless entered by the Court in this matter. If the
13 Court does not enter this Consent Judgment, nothing herein or in the Stipulation for Entry of
14 Consent Judgment shall be construed as an admission by Settling Defendant of any fact, issue of
15 law, or violation of law.

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17 **IT IS SO STIPULATED.**
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Dated: November 19, 2025

ROB BONTA
Attorney General of California
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General


ELIZABETH SONG
DENNIS A. RAGEN
DIJE NDREU
Deputy Attorneys General
Attorneys for the People of the State of California

Dated: November 19, 2025


PETER HUH
President
Pacific American Fish Company, Inc.

IT IS SO ORDERED.

Dated: 01/22/2026


HONORABLE SOMNATH CHATTERJEE
S. Raj Chatterjee / Judge

Exhibits:

- Exhibit A: Covered Products
- Exhibit B: Payment Instructions
- Exhibit C: Good Manufacturing Practices
- Exhibit D: GMP Certification by Independent Food Quality Auditor
- Exhibit E: Safeguard Request Cover Letter and Safeguard Confirmation Certification
- Exhibit F: Private Enforcer Fees Payments
- Exhibit G: Notice Letter
- Exhibit H: Warning Instructions
- Exhibit I: Warning Materials

Exhibit A
Covered Products

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| 1 | |
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| 3 | Apple Snail Meat ¹ |
| 4 | Cooked Baby Clam Meat ² |
| 5 | Garlic Butter Clams ³ |
| 6 | Baby Cuttlefish Whole Cleaned ⁴ |
| 7 | Baby Octopus ⁵ |
| 8 | Bay Scallops Uncooked |
| 9 | Blue Anchovy Meat |
| 10 | Cooked Blue Mussel Meat ⁶ |
| 11 | Blue Mussels with Natural Broth ⁷ |
| 12 | Crawfish Cajun Style |
| 13 | Eel Chunks ⁸ |
| 14 | Garlic Butter Mussels ⁹ |
| 15 | Half Shell Scallop ¹⁰ |
| 16 | Headless Shrimp ¹¹ |
| 17 | Cooked Oyster Meat ¹² |
| 18 | Cooked Periwinkle Meat ¹³ |
| 19 | Cooked, Scored, and Individually Quick Frozen Rock Crab Claws |
| 20 | Sillago ¹⁴ |
| 21 | Silverfish ¹⁵ |
| 22 | Squid Carved Uncooked ¹⁶ |
| 23 | Squid Rings |
| 24 | Squid Tentacles Uncooked ¹⁷ |
| 25 | Squid Whole Cleaned ¹⁸ |
| 26 | BBQ Butter Mussels ¹⁹ |
| 27 | Japanese-Style Panko Breaded Oyster |
| 28 | Sanford New Zealand Greenshell Mussels in the Half Shell ²⁰ |
| | Squid Tubes and Tentacles ²¹ |

¹ This is the same product referenced in AG Notice No. 2020-01483

² This is the same product referenced in AG Notice No. 2020-01311

³ This is the same product referenced in AG Notice Nos. 2018-00932 and 2020-01488

⁴ This is the same product referenced in AG Notice No. 2020-01274

⁵ This is the same product referenced in AG Notice No. 2020-01308

⁶ This is the same product referenced in AG Notice No. 2020-01277

⁷ This is the same product referenced in AG Notice No. 2018-00932

⁸ This is the same product referenced in AG Notice No. 2020-01310

⁹ This is the same product referenced in AG Notice No. 2020-01487

¹⁰ This is the same product referenced in AG Notice No. 2019-01284

¹¹ This is the same product referenced in AG Notice No. 2020-03076

¹² This is the same product referenced in AG Notice No. 2020-01276

¹³ This is the same product referenced in AG Notice No. 2020-01484

¹⁴ This is the same product referenced in AG Notice No. 2020-01485

¹⁵ This is the same product referenced in AG Notice No. 2020-01486

¹⁶ This is the same product referenced in AG Notice No. 2020-01246 and 2020-01074

¹⁷ This is the same product referenced in AG Notice No. 2020-01072 and 2020-01245

¹⁸ This is the same product referenced in AG Notice No. 2020-01073 and 2020-01247

¹⁹ This is the same product referenced in AG Notice No. 2018-00932

²⁰ This is the same product referenced in AG Notice No. 2019-00185

²¹ This is the same product referenced in AG Notice No. 2020-01313

1 Exhibit B
2 Payment Instructions

3 PAFCO shall make the payments set forth in Columns C and E below by a single wire
4 transfer or a single certified check, payable to “Office of the California Attorney General.” Each
5 wire transfer or check shall bear on its face PAFCO’s name and “Seafood Defendant,
6 OK2021950017.” If payment is by check, PAFCO shall deliver it to:

7 Elizabeth Song
8 Deputy Attorney General
9 Office of the Attorney General
10 300 South Spring Street, Suite 1702
11 Los Angeles, CA 90013-1230
12 Elizabeth.Song@doj.ca.gov

13 If payment is by wire transfer, PAFCO shall comply with the wire transfer instructions provided
14 by Plaintiff upon request. PAFCO is responsible for any bank charges incurred for processing
15 wire transfers.

16 PAFCO shall make the payment set forth in Column D below by certified check, payable
17 to “Office Environmental Health Hazard Assessment” (OEHHA). PAFCO shall include a copy
18 of the Consent Judgment with the certified check, which shall bear on its face PAFCO’s name
19 and “AG Seafood Defendant, OK2021950017,” and be sent to:

20 Office of Environmental Health Hazard Assessment
21 Attn: Fiscal Services Branch
22 PO Box 4010
23 Sacramento, CA 95812-4010

24

| A | B | C | D | E |
|---|---------------|--------------------------------|--------------------------------------|---|
| Defendant | Civil Penalty | Civil Penalty Payable to AG | Civil Penalty Payable to OEHHA | Attorneys’ Fees and Costs Payable to the AG |
| Pacific American Fish Company, Inc. | \$172,000 | \$43,000 | \$129,000 | \$76,000 |

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Exhibit C
Good Manufacturing Practices

1. Enact a Hazard Analysis Critical Control Point program applicable to all its seafood products in place. This program will include a specific focus on heavy metals.
2. Ingredients comply with applicable Food Chemical CODEX lead and cadmium specifications.
3. The potable water supply is monitored for lead and cadmium levels. The Internal distribution system is not a source of lead/cadmium contamination as verified by point of use testing versus influent lead/cadmium level.
4. All food contact equipment, utensils and containers are constructed from lead/cadmium-free materials (Food grade stainless steel or plastic).
5. Lubricants, sealants and similar materials used in direct food contact areas, as well as in areas that have the potential to contaminate product, are food grade. This includes storage areas in addition to processing and packing areas.
6. Preventative devices including screens, filters, magnets, metal detection devices, and manual inspection are used to remove foreign material (metal, wood, plastic, etc).
7. Finished product packaging materials comply with Coalition of Northeastern Governors (CONEG) agreement guidelines.
8. Process control is validated through an approved audit program process and finished products are verified and periodically tested for lead and cadmium with detection levels at 10 ppb.
9. Lot identification and traceability is maintained for all finished products. The manufacturer is able to document finished product lots and to trace finished product shipments one level forward to the customer.
10. The company will periodically evaluate whether depuration is a practical and commercially feasible means of reducing the levels of heavy metals in its seafood products.
11. The company has implemented a periodic product testing program (minimum of six tests per product per year) to ensure that lots of finished product meet any federal standards applicable to the concentrations of heavy metals in its products.

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10. I have evaluated whether depuration or other means of reducing heavy metals in [Insert Company Name]’s products are practical and commercially feasible. I reached the following conclusions: [Insert description of measures implemented or if measures were not implemented explain why they were not a practical, commercially feasible, or effective means of reducing the levels of heavy metals in the seafood products.]

11. The company has implemented a periodic product testing program of all seafood products that are manufactured or packaged by [Insert Company Name] with a minimum of six lots tested per year to ensure that lots of finished product meets any federal standards applicable to the concentrations of heavy metals in its products.

[Signature of Auditor]

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Exhibit E
Safeguard Request Cover Letter

[Insert Date]

[Insert Recipient Information]

At the request of the State of California, and in our attempt to minimize levels of lead in cadmium in the seafood product we sell, we request that you provide us with written confirmation, in the form set forth in Attachment 1, that:

- (a) Your production facilities have been inspected by a food quality auditor or other person who (1) has extensive knowledge of good manufacturing practices in the food processing industry and experience in inspecting food processing facilities to ensure compliance with the Hazard Analysis and Critical Control Point (HACCP) food safety management system, and with the FDA Fish and Fishery Products Hazards and Controls Guidance; and (2) is knowledgeable with regard to (i) heavy metals as a potential hazard in food products and (ii) appropriate process controls to minimize heavy metal contamination, and
- (b) This auditor or knowledgeable person has confirmed that the following Good Manufacturing Practices are in effect:
 - 1. A Hazard Analysis Critical Control Point program applicable to all its seafood products is in place. This program will include heavy metals.
 - 2. Ingredients comply with applicable Food Chemical CODEX lead and cadmium specifications.
 - 3. The potable water supply is monitored for lead and cadmium levels. The Internal distribution system is not a source of lead/cadmium contamination as verified by point of use testing versus influent lead/cadmium level.
 - 4. All food contact equipment, utensils, and containers are constructed from lead/cadmium-free materials (Food grade stainless steel or plastic).
 - 5. Lubricants, sealants and similar materials used in direct food contact areas, as well as in areas that have the potential to contaminate product, are food grade. This includes storage areas in addition to processing and packing areas.
 - 6. Preventative devices including screens, filters, magnets, metal detection devices, and manual inspection are used to remove foreign material (metal, wood, plastic, etc).
 - 7. Finished product packaging materials comply with Coalition of Northeastern Governors (CONEG) agreement guidelines.

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- 8. Process control is validated through an approved audit program processes and finished products are verified and periodically tested for lead and cadmium with detection levels at 10 ppb.
- 9. Lot identification and traceability is maintained for all finished products. The manufacturer is able to document finished product lots and to trace finished product shipments one level forward to the customer.
- 10. You have evaluated whether depuration is a practical and commercially feasible means of reducing the levels of heavy metals in its seafood products.
- 11. You have implemented a periodic product testing program (minimum of 6 tests per year) to ensure that lots of finished product meet any federal standards applicable to the concentrations of heavy metals in its products.

Thank you for your cooperation.

Very truly yours,

[Signature of Responsible Employee or Representative of Company]

1 Exhibit E

2 Attachment 1
3 Safeguard Confirmation

4 (a) [Insert Company Name]’s production facilities have been inspected by a food quality
5 auditor or other person who has (1) extensive knowledge of good manufacturing practices
6 in the food processing industry and experience in inspecting food processing facilities to
7 ensure compliance with the Hazard Analysis and Critical Control Point (HACCP) food
8 safety management system, and with the FDA Fish and Fishery Products Hazards and
9 Controls Guidance; and (2) is knowledgeable with regard to (i) heavy metals as a potential
10 hazard in food products and (ii) appropriate process controls to minimize heavy metal
11 contamination; and

12 (b) This auditor or knowledgeable person has confirmed that the following Good
13 Manufacturing Practices are in effect [with respect to all seafood products that are
14 supplied to the company]:

- 15 1. A Hazard Analysis Critical Control Point program applicable to all seafood products
16 that are supplied to [Insert Company Name] are in place. This program will include a
17 specific focus on heavy metals.
- 18 2. Ingredients in all seafood products that are supplied to [Insert Company Name]
19 comply with applicable Food Chemical CODEX lead and cadmium specifications.
- 20 3. The potable water supply at facilities that supply seafood products to [Insert Company
21 Name] is monitored for lead and cadmium levels. The Internal distribution system is
22 not a source of lead/cadmium contamination as verified by point of use testing versus
23 influent lead/cadmium level.
- 24 4. All food contact equipment, utensils, and containers used at facilities that supply
25 seafood products to [Insert Company Name] are constructed from lead/cadmium-free
26 materials (food-grade stainless steel or plastic).
- 27 5. Lubricants, sealants and similar materials used in direct food contact areas, as well as
28 in areas that have the potential to contaminate products that are supplied to [Insert
Company Name] are food grade. This includes storage areas in addition to processing
and packing areas.
6. Preventative devices used at facilities that supply products to [Insert Company Name],
including screens, filters, magnets, metal detection devices, and manual inspection, are
used to remove foreign material (metal, wood, plastic, etc).
7. Finished product packaging materials [for all seafood products that are supplied to
[Insert Company Name] comply with Coalition of Northeastern Governors (CONEG)
agreement guidelines.

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Exhibit E

Attachment 1, page 2

8. Process control for all seafood products that are supplied to [Insert Company Name] is validated through an approved audit program process and finished products are verified and periodically tested for lead and cadmium with detection levels at 10 ppb.
9. Lot identification and traceability for all seafood products that are supplied to [Insert Company Name] is maintained for all finished products. The manufacturer is able to document finished product lots and to trace finished product shipments one level forward to the customer.
10. [Insert Company Name] has evaluated whether depuration, or other means of reducing heavy metals in products that are supplied to [Insert Company Name], is a practical and commercially feasible means of reducing the levels of heavy metal in its seafood products. [Insert description of measures implemented or if measures were not implemented explain why they were not a practical, commercially feasible or effective means of reducing the levels of heavy metals in the seafood products.]
11. [Insert Company Name] has implemented a periodic product testing program (minimum of 6 tests per year) of all seafood products that are supplied to [Insert Company Name] to ensure that lots of finished product meets any federal standards applicable to the concentrations of heavy metals in its products.

[Signature of Auditor or Responsible Quality Control Employee]
[Date]

Exhibit F

PAYMENTS TO PRIVATE ENFORCERS FOR ATTORNEYS' FEES AND COSTS
PURSUANT TO SECTION 7.1(c) (IF ANY)

| Defendant | Private Enforcer to Receive Fee Payment | Address and Payment Information | Payment Amount | Name of Person Executing Declaration in Support of Fee Award |
|-----------|---|---------------------------------|----------------|--|
| | | | | |
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PRIVATE ENFORCERS WHO MAY MAKE MOTIONS TO RECOVER THEIR
ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 7.2 (IF ANY)

| Defendant | Private Enforcer | Attorney(s) for Private Enforcer |
|-----------|---|--|
| PAFCO | Public Health and Safety Advocates, LLC | Davar Danialpour (Danialpour & Associates) |
| PAFCO | Chemical Toxin Working Group, Inc. | Andre Khansari (Khansari Law Corp.) |
| PAFCO | Chemical Toxin Working Group, Inc. | Matthew McClear (Aqua Terra Aeris Law Group) |

1 Exhibit G
2 Notice Letter

3 [Insert Date]

4 [Insert Recipient Information]

5 **Re: Proposition 65 Warnings for Sanford New Zealand Greenshell Mussels in
6 the Half Shell**

7 Dear [Insert Name of Retailer, Distributor, or Wholesaler]:

8 Important materials concerning the need to provide court-ordered Proposition 65 warnings
9 for a frozen seafood product, Sanford New Zealand Greenshell Mussels in the Half Shell (EAN
10 9416112532079), are attached to this letter.

11 Below is a photo of the current label for this product:

12 [Insert cover photo on label]

13 It is critical that you read and follow the instructions enclosed with this letter. Enclosed
14 are three important items:

- 15 1. Signs for posting in retail stores in California.
- 16 2. Stickers for products sold to California consumers online.
- 17 3. Instructions to retailers for posting these signs in stores and for providing online
18 warnings.

19 Consuming this product may result in exposures to lead and cadmium. If you are a
20 **retailer** and you do not post these signs or provide these warnings, as required, you risk further
21 legal action by the California Attorney General or others, in which monetary penalties could be
22 sought. If you are a **distributor or wholesaler** and you fail to provide this written notice and
23 warning materials to the customers to whom you sell this product, pursuant to Cal. Code Regs.,
24 tit. 27, section 25600.2, you risk further legal action by the California Attorney General or others,
25 in which monetary penalties could be sought

26 These materials are being provided by Pacific American Fish Company, Inc. ("PAFCO")
27 as part of a court-approved settlement of a legal action brought under Proposition 65 by the
28 California Attorney General relating to certain products sold by PAFCO. PAFCO disputes the
claims in the legal action, but has agreed to take various actions to settle the case.

Please confirm that you have received this letter by emailing PAFCO at [insert email
address] no later than seven (7) days of your receipt of this letter. If you need additional warning
materials or have any other questions, they are available by contacting [insert phone number or
email address].

Thank you for your cooperation.

Very truly yours,

[Signature and Title of Responsible Employee or Representative of Company]

1
2 EXHIBIT H
Warning Instructions

3 To comply with the court-ordered warning program, retailers must do the following:

4 FOR IN-STORE SALES:

5 *Post the enclosed signs.* A shelf sign must be posted in each California store that carries the
6 Sanford New Zealand Greenshell Mussels in the Half Shell product (EAN 9416112532079). The
7 sign shall be either (1) attached to the door of the freezer directly in front of the product; (2)
8 attached to the freezer shelf and positioned directly below the product itself, or (3) attached to
any shelf label for the product. All signs must be sufficiently well lighted so that they can be
easily read, and must comply with California Code of Regulations, section 25601, subdivision
(c).

9 FOR ONLINE SALES:

10 *For online sales, post the warning online and attach the enclosed stickers to each unit of the*
11 *product sold.* For internet sales, the warning must be provided on the website by including the
12 warning text (below), or a clearly marked hyperlink using the word “**WARNING,**” on the
13 product display page, or by otherwise prominently displaying the warning to the purchaser prior
to the purchaser’s completing the purchase. In addition to a website warning, the enclosed
stickers must be attached to each product sold to California consumers online.

14 A website warning is not prominently displayed if the purchaser must search for it in the general
15 content of the website. The text of the warning shall contain the language set forth in items (1) or
(2) below:

- 16 (1) “**WARNING:** Consuming this product can expose you to chemicals, including lead
17 and cadmium, which are known to the State of California to cause birth defects or
other reproductive harm. For more information go to
www.P65warnings.ca.gov/food.”

18 Or

- 19 (2) “**CALIFORNIA WARNING:** Consuming this product can expose you to chemicals
20 including lead and cadmium, which are known to the State of California to cause
21 birth defects or other reproductive harm. Pregnant women should limit exposure to
lead and cadmium because they can harm the developing baby. Lead and cadmium
22 are not added to this product by the supplier; lead and cadmium are found at varying
levels in the marine environment and can concentrate in shellfish. For more
information, go to www.P65warnings.ca.gov/food.”

Exhibit I
Warning Materials

1. Shelf Sign Labels

| | |
|---|---|
|  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |
|  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |
|  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |
|  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |  WARNING: Consuming Sanford New Zealand Greenshell Mussels in the Half Shell can expose you to chemicals, including lead and cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov/food . |

DECLARATION OF SERVICE BY E-MAIL

Case Name: People of the State of California v. Pacific American Fish Company, Inc., et al.

Case No.: RG20085046

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. My business address is 300 So. Spring Street, Ste. 1702, Los Angeles, CA 90013.

On **December 19, 2025**, I served the documents listed below:

1. [PROPOSED] CONSENT JUDGMENT RESOLVING THE PEOPLE'S CLAIMS AGAINST PACIFIC AMERICAN FISH COMPANY, INC. by transmitting a true copy via electronic mail, addressed as follows:

Miles Prince, Esq.
1912 E. Vernon Ave, Suite 100
Vernon, CA 90058
E-Mail: mlp@redchamber.com
Counsel for PAFCO

Gary C. Cooper, Esq.
Law Offices of Gary C. Cooper
247 Yale Avenue
Kensington, CA 94708
E-Mail: gcc@gcooperlaw.com
Counsel for Seaquest Seafood Corporation

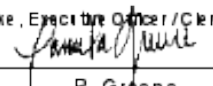
William Tarantino, Esq.
Krista DeBoer, Esq.
Morrison & Foerster LLP
12531 High Bluff Drive, Suite 100
San Diego, CA 92130
E-Mail: wtarantino@mofo.com
kdeboer@mofo.com
Counsel for Clearwater Fine Foods (USA) Inc.

Ho-El Park, Esq.
Law Office of Ho-El Park, P.C.
3230 E. Imperial Hwy., Suite 300
Brea, CA 92821
E-Mail: hpark@hparklaw.com
Counsel for Jayone Foods, Inc.

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct, and that this declaration was executed on **December 19, 2025**, at Los Angeles, California.

Ashley Velasco
Declarant

ashley velasco
Signature

| | |
|---|--|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA | Reserved for Clerk's File Stamp |
| COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612 | FILED Superior Court of California County of Alameda 01/22/2026 |
| PLAINTIFF/PETITIONER: The People of the State of California | Chad Finke, Executive Officer / Clerk of the Court By:  Deputy |
| DEFENDANT/RESPONDENT: Pacific American Fish Company, Inc et al | P. Greene |
| CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6 | CASE NUMBER: RG20085046 |

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Stipulated Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Elizabeth Y Song
DOJ - ATTORNEY GENERAL - LOS ANGELES
elizabeth.song@doj.ca.gov

Miles Prince, Esq.
mlp@redchamber.com

Gary C. Cooper, Esq.
Law Offices of Gary C. Cooper
gcc@gcooperlaw.com

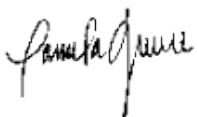
William Tarantino, Esq.
Krista DeBoer, Esq.
Morrison & Foerster LLP
wtarantino@mofa.com
kdeboer@mofa.com

Ho-El Park, Esq.
hpark@hparklaw.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/22/2026

By:


P. Greene, Deputy Clerk