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By Electronic Transmission

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By U.S. Mail

Eric Fairon
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RE: Settlement of Proposition 65 Notice No. 2025-00316

Dear Mr. Manning, Mr. Fairon, Mr. Norris, and Mr. Tablan:

We write to you pursuant to the Attorney General's authority under Health and Safety Code section 25249.7, subdivision (f), which is part of the Safe Drinking Water and Toxic Enforcement Act of 1986, commonly known as "Proposition 65." On January 31, 2025, CalSafe Research Center, Inc. ("CalSafe") served a 60-day notice on Thai Union North America, Inc., and Abacus Business Capital, Inc., alleging that Chicken of the Sea Wild-Caught Sardines exposed California consumers to Perfluorononanoic acid ("PFNA") and its salts and Perfluorooctane sulfonate ("PFOS") without providing the warning required under Proposition 65. CalSafe has now entered into an out-of-court settlement with COSI Tri-Union Seafoods, LLC, dba Chicken of the Sea International ("COSI"), in this matter. The settlement is not consistent with the law and there is no evidence of any public benefit. An agreement that does not provide any benefit to the public and simply pays penalties to the enforcer and attorneys' fees to its attorney is an abuse of the statute and is void as against public policy.

There is no public benefit to the settlement CalSafe entered into with COSI because the agreement allows a company to continue to expose consumers to the same amount of a listed chemical without a warning. This is precisely the type of settlement agreement that the Legislature prohibited when it amended the statute in 2002 to prevent agreements that do "not provide any real protection to the public in the event of a violation, but [do] provide compensation to the plaintiffs' attorneys." (*Consumer Advocacy Group v. Kintetsu Enterprises of America*, 141 Cal.App.4th 46, 49.) In *Kintetsu*, the court explained that, to approve a Proposition 65 settlement, "the court must determine the proposed settlement is just." It went on to state that the court must ensure "that its judgment serves the public interest." (*Id.*, 141 Cal.App.4th at pp. 61-62.)

The settlement agreement between CalSafe and COSI does not "serve[] the public interest," and it has no public benefit; it simply provides compensation to the enforcer and its attorney in return for a release of the claim. It is an abuse of the statute. Since the settlement was entered as an out-of-court settlement, it does not bind any parties other than CalSafe and COSI, and has no effect on any entity other than CalSafe.

Sincerely,

/S/ Susan S. Fiering

SUSAN S. FIERING
Deputy Attorney General

For ROB BONTA
Attorney General

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