



C A L I F O R N I A

DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

1515 CLAY STREET, 20TH FLOOR
P.O. BOX 70550
OAKLAND, CA 94612-0550

Public: (510) 879-1300
Telephone: (510) 879-1300
Facsimile: (510) 622-2270
E-Mail: Susan.Fiering@doj.ca.gov

April 4, 2025

George Rikos, Esq.
Law Offices of George Rikos
555 West Beech Street, Suite 500
San Diego, CA 92101
george@georgerikoslaw.com

Charles Jamison
942 Ocean View Avenue
Encinitas, California 92024

Unicord Public Company Limited
c/o Lawrence Goldberg
Bowles & Verna, LLP
2121 North California Boulevard, Suite 875
Walnut Creek, CA 94596
lgoldberg@bowlesverna.com

RE: Settlement of Proposition 65 Notices Nos. 2024-05146; 2023-02184

Dear Mr. Rikos, Mr. Jamison, and Mr. Goldberg:

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." In 2023 and 2024 Blue Water Cosaint, LLC ("Blue Water") served 60-day notices on Unicord Public Company Limited ("Unicord") alleging that Great Value Sardines exposed California consumers to mercury without providing the warning required under Proposition 65. Blue Water Cosaint and Unicord have now entered into an out-of-court settlement in this matter. The settlement is not consistent with the law and has no 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.

We cannot disclose the contents of the confidential information submitted with the certificate of merit in this case. We can state, however, that the out-of-court settlement agreement entered by Bluewater Cosaint in this matter permits the Unicord to **increase** the amount of mercury in the product from what was shown in the notice, without requiring it to

provide a clear and reasonable warning under Proposition 65, in return for Unicord's paying \$1,250 as a penalty to Blue Water Cosaint and \$54,000 in attorneys' fees to Mr. Rikos. There is no public benefit to an agreement that allows a company to expose consumers to higher levels of a listed chemical without a warning.

Indeed, 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 [did] provide compensation to the plaintiffs' attorneys." (*Kintetsu, supra*, 141 Cal.App.4th at p. 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." (*Kintetsu, supra*, 141 Cal.App.4th at pp. 61-62.)

The settlement here was entered as an out-of-court settlement and therefore does not bind any party other than Blue Water Cosaint and Unicord. The agreement, however, states it is Unicord's understanding and intent that the actions to be taken by Unicord "would confer a significant benefit to the general public," and that another private party action against Unicord "would not confer a significant benefit on the general public. . . provided that Unicord is in material compliance with" the settlement agreement. This misstates the effect of the agreement. The agreement simply provides compensation to the enforcer and its attorney in return for a release of the claim. To the extent that Unicord attempts to represent to subsequent enforcers that the settlement agreement here provides a public benefit and therefore bars a subsequent enforcement action, such representation is inaccurate.

The settlement agreement entered between Blue Water Cosaint and Unicord has no public benefit and simply provides compensation to the enforcer and its attorney in return for a release of the claim. It is an abuse of the statute and has no effect on any entity other than Blue Water Cosaint.

Sincerely,

/S/ Susan S. Fiering

SUSAN S. FIERING
Deputy Attorney General

For ROB BONTA
Attorney General