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By: D. Tanner, Deputy

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Attorneys for Plaintiff
Blue Water Cosaint, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

BLUE WATER COSAINT, LLC, a California limited liability company,

Plaintiff,

v.

ICICLE SEAFOODS, INC., an Alaska corporation; WALMART, INC., a Delaware corporation; and DOES 1 through 10,

Defendants.

Case No. 24CU002228C

PROPOSED CONSENT JUDGMENT

1. INTRODUCTION

1.1. The Parties. This Consent Judgment ("Consent Judgment") is entered into by and between Blue Water Cosaint, LLC ("Plaintiff") and Icicle Seafoods, Inc. ("Icicle"). Together, Plaintiff and Icicle are collectively referred to as the "Parties." Plaintiff is a California limited liability company located in the State of California that alleges it seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Icicle is alleged to be a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code section 25249.6 et seq. ("Proposition 65").

1.2. General Allegations. Plaintiff alleges that mercury is listed pursuant to Proposition 65 as a chemical known to the State of California to cause developmental toxicity.

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Plaintiff alleges that Icicle has exposed individuals in the State of California to mercury from its sales of the "Product" described in Section 1.3, without first providing consumers of said product with a clear and reasonable warning as required under Proposition 65.

1.3. Product Description. The product covered by this Consent Judgment is the Honey Boy Canned Mackerel, to the extent it has been directly manufactured or processed by Icicle and directly imported, distributed, offered for sale, or sold in California by Icicle (the "Product").

1.4. Notice of Violation, Complaint, and Jurisdiction. On July, 20, 2023, Plaintiff served Icicle Seafoods, Inc., Walmart, Inc., and various public enforcement agencies with a document entitled "Notice of Violation of California Health & Safety Code § 25249.6 et seq." (the "Notice"). The Notice alleged violations of Proposition 65 for failing to warn California consumers and customers that use of the Product will expose them to Mercury. No public enforcer has diligently prosecuted the allegations set forth in the Notice. On July 22, 2024, based on the Notice and the absence of any authorized public prosecutor of Proposition 65 having filed a suit based on the allegations contained therein, Plaintiff filed a complaint in the Superior Court of and for San Diego County (the "Court"), Case No. 24CU002228C (the "Action" or "Complaint"). For purposes of this Consent Judgment only, the Parties stipulate that the Court has jurisdiction over the allegations in the Complaint and personal jurisdiction over Icicle, that venue is proper in the County of San Diego, and that the Court has jurisdiction to enter this Consent Judgment as a full and final resolution of the claims and allegations which were or could have been raised in the Action based on the facts alleged therein and/or in the Notice. For purposes of this Consent Judgment only, Icicle stipulates it is a person in the course of doing business for purposes of Proposition 65.

1.5. No Admission. This Consent Judgment resolves claims that are denied and disputed. The Parties enter into this Consent Judgment as a full and final resolution of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Icicle denies each and every material, factual, and legal allegation contained in the Notice and the Action and maintains that it has not violated Proposition 65 and that all of its products, including but not

limited to the Product, are safe for consumption and in full compliance with any and all applicable laws, regulations, and standards. Nothing in this Consent Judgment shall be construed as an admission by Icicle of any fact, finding, conclusion of law, issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission by Icicle of any fact, finding, conclusion of law, issue of law, or violation of law. However, this Section 1.5 shall not diminish or otherwise affect the obligations, responsibilities, and duties of Icicle under this Consent Judgment.

1.6. Effective Date. For purposes of this Consent Judgment, the term "Effective Date" shall mean forty-five (45) days after this Consent Judgment is entered as a Judgment of the Court.

2. INJUNCTIVE RELIEF

2.1. Compliance with Proposition 65

Within 30 days after the Effective Date, Icicle shall ensure that the Product has a clear and reasonable exposure warning as set forth in this Section 2.1 and Sections 2.2–2.3. The warning shall consist of either the Warning or Alternative Warnings described in Section 2.1(a) or (b), respectively, unless provided pursuant to Section 2.3. There shall be no obligation for such an exposure warning to be provided for Product that is manufactured or processed by Icicle up to 30 days after the Effective Date, though such Product is expressly subject to and has the benefit of the releases provided in Section 4.

(a) **Warning**: The "Warning" shall consist of the statement:

"**WARNING**: Consuming this product can expose you to mercury, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food."

The word "WARNING" may be substituted with "CALIFORNIA WARNING" or "CA WARNING."

(b) **Alternative Warnings**: Icicle may, but is not required to, use the alternative short-form warnings as set forth in this Section 2.3(b) ("Alternative Warning") as follows:

"**WARNING**: Reproductive Harm - www.P65Warnings.ca.gov/food."; or

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"**WARNING**: Risk of reproductive harm from exposure to mercury. See www.P65Warnings.ca.gov/food."; or

"**WARNING**: Can expose you to mercury, a reproductive toxicant. See www.P65Warnings.ca.gov/food."

The word "WARNING" may be substituted with "CALIFORNIA WARNING" or "CA WARNING."

2.2. Any Warning or Alternative Warning provided pursuant to Section 2.1 must print the signal word(s) "WARNING," "CALIFORNIA WARNING," or "CA WARNING" in all capital letters and in bold font, followed by a colon. The Warning or Alternative Warning shall be affixed to or printed on the Product's packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process, provided that the Warning or Alternative Warning is displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. The Warning or Alternative Warning may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Product and shall be at least the same size as those other safety warnings. Where the Warning or Alternative Warning is provided on the food product label, it must be set off from other surrounding information, and Icicle shall enclose the Warning or Alternative Warning in a black box and comply with the content requirements specified in the California Code of Regulations, title 27, section 25607.2. If "consumer information," as that term is defined in California Code of Regulations, title 27, section 25600.1, subdivision (c), as it may be amended from time to time, is provided in a foreign language, Icicle shall provide the Warning or Alternative Warning in the foreign language in accordance with applicable warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

In addition to affixing the Warning or Alternative Warning to the Product's packaging or labeling, the Warning or Alternative Warning shall be posted on websites where Icicle sells the Product to consumers in California. The requirements of this Section 2.2 shall be satisfied if the

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Warning or Alternative Warning, or a clearly marked hyperlink using the signal word(s) "WARNING," "CALIFORNIA WARNING," or "CA WARNING," appears on the product display page, or otherwise by prominently displaying the warning to the purchaser prior to completing the purchase. To comply with this Section 2.2, Icicle (a) shall post the Warning or Alternative Warning on its own website and, if it has the ability to do so, on the e-commerce websites that Icicle has expressly authorized to sell the Product in California; and (b) if it does not have the ability to post the Warning or Alternative Warning on e-commerce websites that Icicle has expressly authorized to sell the Product in California, comply with California Code of Regulations, title 27, section 25600.2, subdivision (b). Owners and operators of e-commerce websites who sell the Product in California and have been provided with written notice in accordance with California Code of Regulations, title 27, section 25600.2, subdivision (b) are not released in Section 4 of this Consent Judgment if they fail to meet the warning requirements of this Section 2.2. Icicle shall not be responsible for posting the Warning or Alternative Warning on e-commerce websites that are not expressly authorized by Icicle to sell the Product or that are not expressly authorized by Icicle's retail sellers to sell the Product supplied by Icicle, and such unauthorized e-commerce websites are not released pursuant to Section 4 of this Consent Judgment.

2.3. Compliance with Warning Regulations. Icicle shall be deemed to be in compliance with this Settlement Agreement by electing, at its discretion, to either adhere to Section 2 of this Consent Judgment or by complying with any applicable warning requirements adopted by the OEHHA that are applicable to the Product and exposures at issue.

2.4. Right to Cure. (And No Assignment or Transfer of Claims.) Plaintiff shall have the exclusive right to enforce the provisions of this Consent Judgment. Plaintiff represents and warrants neither it nor its agents or attorneys have assigned or otherwise transferred, or attempted to assign or transfer, any claim or claims against Icicle to a third-party.

To the extent Plaintiff identifies any Product in the future which it believes is not in compliance with this Consent Judgment, Plaintiff agrees to advise Icicle of such alleged breach in the manner set forth in Section 8, and provide Icicle with thirty (30) business days (calculated

from the date notice is provided electronically) to cure any alleged violation of this Consent Judgment pursuant to the options in Sections 2.1, 2.2 or 2.3 ("Notice to Cure"), as applicable. Such Notice to Cure to Icicle must include photographs of the Product's labeling and packaging, purchase receipt reflecting when and where the Product was purchased in California, and results from an independent third-party laboratory showing exposure to mercury at levels requiring a warning under Proposition 65 or its implementing regulations.. All documentation submitted in support of the Notice to Cure must be unredacted. Any deficiency of the Notice to Cure shall preclude all claims otherwise subject to such notice.

Plaintiff reserves the right to seek additional civil penalties, reimbursement of reasonable attorney's fees and costs, and any other available remedies arising from or related to Notices to Cure associated with the Product covered by the Consent Judgment. However, Plaintiff shall not be entitled to seek or recover any civil penalties, and Plaintiff and its counsel shall not be entitled to recovery or reimbursement of attorney's fees and/or costs, or any other available remedies arising from or related to Notices to Cure associated with the Product covered by the Consent Judgment or the alleged breach or violation of the Consent Judgment, provided Icicle timely remedies the alleged noncompliance within thirty (30) business days of receiving the Notice to Cure, as discussed herein. If Icicle cures the alleged noncompliance within thirty (30) business days of receiving the Notice to Cure, Icicle shall not be deemed in breach or violation of this Consent Judgment in any respect, and Icicle shall not be liable (whether for civil penalties or attorney's fees or costs) for sales of such Product referenced in the Notice to Cure occurring prior to the expiration of the 30-day cure period.

3. CONSENT JUDGMENT PAYMENTS

3.1. Civil Penalties

Icicle shall pay $3,500 as a civil penalty, allocated in accordance with California Health & Safety Code section 25249.12, subdivisions (c)(1) and (d), with 75% of the penalty to be remitted to the OEHHA and the remaining 25% of the penalty remitted to Plaintiff no later than ten (10) calendar days following the entry of this Consent Judgment. More specifically, Icicle shall issue two separate checks for the civil penalty payment to (i) "Office of Environmental Health Hazard

Assessment" in the amount of $2,625 (75%); and to (ii) "Law Offices of George Rikos in Trust" in the amount of $875 (25%). Within ten (10) calendar days of the Effective Date, Icicle shall deliver these payments as follows:

(i) The penalty payment owed to Plaintiff shall be delivered to the following address:

George Rikos
Law Offices of George Rikos
555 West Beech, Suite 500
San Diego, CA 92101

(ii) The penalty payment owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA (Memo Line: "Prop 65 Penalties") at the following address:

For United States Postal Service Delivery:

Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

Icicle shall provide Plaintiff's counsel with a copy of the check it sends to OEHHA with its penalty payment to Plaintiff. In association with the issuance of the payments under this Consent Judgment, Icicle will issue IRS 1099 or other forms as appropriate given the payees.

3.2. Attorney's Fees and Litigation Costs

Within ten (10) calendar days of the entry of this Consent Judgment, Icicle shall reimburse Plaintiff's counsel $ 36,000 for fees and costs incurred as a result of investigating and bringing this matter to Icicle's attention, negotiating a Consent Judgment in the public interest, and obtaining the Court's approval of the Consent Judgment and its entry as a consent judgment. Icicle shall issue a check for this amount payable to "Law Offices of George Rikos" and deliver it

to the address identified in Section 3.1 above. Icicle's payment obligations shall be tolled until it receives an IRS W-9 form for this payee.

4. RELEASE OF ALL CLAIMS

4.1. This Consent Judgment is a full, final and binding resolution between Plaintiff, acting on his own behalf and in the public interest, and Icicle, and its parents, shareholders, members, directors, officers, managers, employees, representatives, agents, attorneys, divisions, holding companies, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors, successors and assigns, including but not limited to Ocean Beauty Seafoods LLC and OBI Seafoods, LLC ("Icicle Releasees"), and all downstream entities to whom they directly or indirectly distribute, transfer, or sell the Product, including but not limited to distributors, wholesalers, customers, licensors, licensees, retailers, online marketplaces/e-commerce platforms, franchisees, dealers, shareholders, cooperative members, customers, purchasers, users, including but not limited to Walmart Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, L.P., Walmart Apollo, LLC, Wal-Mart.com USA, LLC, and each of their parents, shareholders, members, directors, officers, managers, employees, representatives, agents, attorneys, divisions, holding companies, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors, successors and assigns ("Downstream Releasees"), of all claims for violations of Proposition 65 that could be brought based on exposures to the mercury from Honey Boy Canned Mackerel, including all varieties and variations, imported, manufactured, packaged, distributed, marketed, sold, or offered for sale by Icicle Releasees or Downstream Releasee and in the stream of commerce as of 30 days after the Effective Date. It is the intention of the Parties that this Consent Judgment shall have preclusive effect such that no other actions by private enforcers, whether purporting to act in his, her, or their interests or the public interest, shall be permitted to pursue and take any action with respect to any violation of Proposition 65 based on exposure to mercury from use of the Honey Boy Canned Mackerel, including all varieties and variations, that was alleged in the Action, or that could have been brought pursuant to the Action against the Icicle Realeasees or the Downstream Releasees ("Proposition 65 Claims"). Icicle's compliance

with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Icicle regarding exposure to the mercury from the Product.

4.2. In addition to the foregoing, Plaintiff, on behalf of itself, its past and current agents, representatives, attorneys, and successors and assignees, and not in its representative capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases Icicle, Icicle Releasees, and Downstream Releasees from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorney's fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with respect to any alleged violations of Proposition 65 related to or arising from the Product imported, manufactured, packaged, distributed, marketed, sold, or offered for sale by Icicle, Icicle Releasees, or Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph, Plaintiff hereby specifically waives all rights and benefits which it now has, or in the future may have, conferred by virtue of the provisions of California Civil Code section 1542, which provides as follows:

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

4.3. Icicle waives any and all claims against Plaintiff, and its attorneys and other representatives, for any and all actions taken or statements made by Plaintiff and/or its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter.

5. ENTRY OF CONSENT JUDGMENT

The Parties hereby request that the Court promptly enter this Consent Judgment as a consent judgment based on the motion for its approval Plaintiff will be making pursuant to Section 10 below. Upon entry of the Consent Judgment as a consent judgment, Plaintiff and

Icicle waive their respective rights to a hearing or trial on the allegations contained in the Complaint.

6. SEVERABILITY

If, subsequent to the execution of this Consent Judgment, any of the provisions of this Consent Judgment are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Consent Judgment being contrary to the intent of the Parties in entering into this Consent Judgment.

7. GOVERNING LAW/ENFORCEMENT

The terms of this Consent Judgment shall be governed by the law of the State of California and apply within the State of California. The rights to enforce the terms of this Consent Judgment are exclusively conferred on the Parties hereto. Subject to Section 2.4 of this Consent Judgment, any Party may, after providing sixty (60) days' written notice and meeting and conferring within a reasonable time thereafter to attempt to resolve any issues, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent Judgment. In the event that Proposition 65 or its regulations applicable to the Product are repealed, or are otherwise rendered inapplicable or invalid, including but not limited to by reason of law generally, due to federal preemption, or the First Amendment commercial speech rights of the U.S. Constitution, as determined by a court of competent jurisdiction or an agency of the federal government, then Icicle shall provide written notice to Plaintiff of any asserted repeal or determination. Upon Icicle's written notice, Icicle shall have no further obligations pursuant to this Consent Judgment to the extent such repeal or determination affects Icicle's obligations with respect to the Product.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) First-Class

U.S. Mail (registered or certified) return receipt requested; or (ii) overnight or two-day courier on any Party by the other Party to the following addresses:

For Icicle:

Bao M. Vu
Stoel Rives LLP
1 Montgomery Street, Suite 3230
San Francisco, CA 94104
Email: bao.vu@stoel.com

With a copy to:

Icicle Seafoods Inc.
c/o Cooke Inc.
1650 Granville Street, Suite 2101
Halifax, NS B3J 0E1
Attn: Rod Gould
Email: rgould@cookeaqua.com

with a copy to legal@silverbayseafoods.com

And

For Plaintiff:

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

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

9. COUNTERPARTS: SIGNATURES

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

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10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7, SUBDIVISION (f)

Plaintiff agrees to comply with the reporting requirements referenced in Health & Safety Code section 25249.7, subdivision (f) and to seek, by formal and properly noticed motion (including with service to the Office of the California Attorney General being fully effectuated at least forty-five (45) days prior to a requested hearing thereon), approval of this Consent Judgment's terms pursuant to Proposition 65 and its associated entry as a consent judgment by the Court. This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court. This Consent Judgment shall not be offered or admitted for any purpose in any lawsuit, action, matter, or proceeding, except to enforce its terms as to the Product and Icicle's obligations hereunder.

11. MODIFICATION

Unless otherwise provided for herein, this Consent Judgment may be modified only by a written agreement of the Parties and approval of the Court, or upon a duly noticed motion of either Party for good cause shown. A showing of technical infeasibility or commercial unreasonableness in meeting the requirements of Section 2 with respect to the Product shall be deemed to constitute good cause for a modification to substitute an alternative no significant risk level on the basis of California Code of Regulations, title 27, section 25703, subdivision (b) and such a modification shall not be opposed by Plaintiff. Any proposed modification shall be sent to the Office of the California Attorney General in advance of its submission to the Court such that the Attorney General has a reasonable opportunity to review and comment thereon.

12. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof. This Consent Judgment shall have no effect if it is not approved by the Court and entered as a consent judgment.

13. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agree to all of the terms and conditions contained in this Consent Judgment.

APPROVED AS TO FORM:	APPROVED AS TO FORM:
Date: 3/25/26	Date: 3/18/2026
By: George Rikos George Rikos Counsel to Plaintiff Blue Water Cosaint, LLC	By: [signature] Bao Vu Counsel for Defendant Icicle Seafoods, Inc.

AGREED TO:	AGREED TO:
Date:	Date: 3/18/2026
By: [signature] Blue Water Cosaint, LLC	By: [signature] Icicle Seafoods, Inc.

IT IS SO ORDERED, ADJUDGED, AND DECREED THAT THE CONSENT JUDGMENT SET FORTH ABOVE SHALL PROMPTLY BE ENTERED AS A CONSENT JUDGMENT BY THIS COURT:

DATED: 5-29-26

[signature]
JUDGE OF THE SUPERIOR COURT
Evan P. Kirvin