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Attorneys for Plaintiff

FILED
Superior Court of California
County of San Francisco
NOV 12 2026
CLERK OF THE COURT
BY: Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

PRECILA BALABBO,

Plaintiff,

v.

BUMBLE BEE FOODS, LLC,

Defendant.

Case No.: CGC-26-637640

~~[PROPOSED]~~ **CONSENT JUDGMENT**

Judge: ~~Joseph M. Quinn~~ A. MARISA CHUN
Dept.: 302
Hearing Date: November 5, 2026
Hearing Time: 9:00 AM
Complaint Filed: June 5, 2026

1. INTRODUCTION

1.1 The Parties. This Consent Judgment is entered into by and between Precila Balabbo acting on behalf of the public interest (hereinafter "Balabbo") and defendant Bumble Bee Foods, LLC ("Bumble Bee" or "Defendant") with Balabbo and Defendant collectively referred to as the "Parties" and each of them as a "Party." Balabbo is an individual residing in California that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products. Defendant is alleged to be a person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6 et seq.

1.2 Allegations and Representations. Balabbo alleges that Defendant has exposed individuals to lead and lead compounds from their manufacturing, distribution, and/or sale of canned shrimp, including but not limited to tiny shrimp and medium shrimp, without providing clear and reasonable exposure warnings pursuant to Proposition 65. Lead and lead compounds are listed pursuant to Proposition 65 as chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Notices of Violation/Action.

1.3.1 On August 16, 2023, Balabbo served Bumble Bee and various public enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code §25249.7(d) (the "August Notice"), alleging that Bumble Bee violated Proposition 65 for failing to warn consumers and customers that consumption of tiny shrimp exposes consumers in California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the August Notice.

1.3.2 On June 5, 2026, Balabbo filed a complaint that brought claims pertaining to the August Notice (the "Complaint").

1.3.3 On June 10, 2026, Balabbo served Bumble Bee and various public enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code §25249.7(d) (the "June Notice"), alleging that Bumble Bee violated Proposition 65 for

failing to warn consumers and customers that consumption of canned shrimp, including but not limited to tiny shrimp and medium shrimp, exposes consumers in California to lead. No public enforcer has brought and is diligently prosecuting the claims alleged in the June Notice. The August Notice and June Notice are collectively referred to herein as, the "Notices."

1.4 On August 20, 2026, Balabbo filed a First Amended Complaint alleging claims pertaining to the Notices (the "First Amended Complaint"). The Complaint and the First Amended Complaint are collectively referred to herein as, the "Action."

1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all claims which were or could have been raised in the Action based on the facts alleged therein and in the Notices.

1.6 Defendant denies the material allegations contained in the Notices and Action and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Defendant. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent Judgment.

2. DEFINITIONS

2.1 Covered Products. The term "Covered Product(s)" mean canned shrimp, including but not limited to tiny shrimp and medium shrimp that are manufactured, distributed, shipped into California and sold and/or offered for sale in California by Defendant.

2.2 Effective Date. The term "Effective Date" means the date Balabbo serves Defendant with notice of entry of this Consent Judgment.

2.3 Compliance Date. The term "Compliance Date" means 60 days from the Effective

Date.

3. **INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS**

3.1 Reformulation of Covered Products. Beginning on or before the Compliance Date, and continuing thereafter, Covered Products that Defendant directly manufactures, imports, distributes, or sells in California shall either be: (a) Reformulated Products pursuant to Section 3.2; or (b) labeled with or accompanied by a clear and reasonable exposure warning pursuant to Section 3.3. For purposes of this Consent Judgment, a "Reformulated Product" is a Covered Product that complies with the standard in Section 3.2. The warning requirement set forth in Section 3.3 shall not apply to any Reformulated Product.

3.2 Lead Reformulation Standard. "Reformulated Products" shall mean Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead and lead compounds per serving size on the label of the Covered Products.[1] If the Covered Product label contains no recommended daily servings, then the number of recommended daily servings shall be one (1) serving. All testing to determine whether a Product is a Reformulated Product shall be performed using an independent third-party laboratory accredited to perform the testing.

3.3 Clear and Reasonable Warning. Beginning on or before the Compliance Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this Section must be provided for all Covered Products that Defendant manufacturers, imports, distributes, or sells in California that are not Reformulated Products. The warning shall consist of either the **Warning** or **Alternative Warning** described below:

(a) **Warning.**

For exposures to Covered Products that are not Reformulated Products (i.e., can result in exposures to lead and lead compounds), the **Warning** shall appear as follows:

> **WARNING:** Consuming this product can expose you to chemicals including lead and lead compounds, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

[1] The serving size for tiny shrimp and medium shrimp is one (1) can (113 grams).

(b) **Alternative Warnings**: Defendant may, but is not required to, use the following alternative short-form warnings, as applicable ("**Alternative Warnings**"). For exposures to Covered Products that are not Reformulated Products, the Alternative Warning shall appear as follows:

> **"WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING:"** Risk of cancer and reproductive harm from exposure to lead and lead compounds. See www.P65Warnings.ca.gov/food.
>
> *Or*
>
> **"WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING:"** Can expose you to lead and lead compounds, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

The **Warning** or **Alternative Warning** shall be affixed to or printed on the Covered Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser having to seek it out, 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. A **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). 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 Covered 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 Defendant shall enclose the **Warning** or **Alternative Warning** in a black box and comply with the content requirements specified in Section 25607.2. If "consumer information," as that term is defined in Cal. Code Regs., tit. 27, § 25600.1, subd. (c) as it may be amended from time to time, is provided in a foreign language, Defendant 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").

To the extent Covered Products are sold online, a **Warning** or **Alternative Warning** must be provided via one of the following methods: (1) a **Warning** or **Alternative Warning** on the product display page; (2) a clearly marked hyperlink using the word **"WARNING"** or the words **"CA WARNING"** or **"CALIFORNIA WARNING"** on the product display page that links to the **Warning** or **Alternative Warning**; or (3) an otherwise prominently displayed **Warning** or **Alternative Warning** provided to the purchaser prior to completing the purchase. For purposes of this section, a **Warning** or **Alternative Warning** is not prominently displayed if the purchaser must search for it in the general content of the website. To comply with this Section, Defendant shall (a) post the **Warning** or **Alternative Warning** on its own website if it directly sells the Covered Products to consumers in California through its website, and, if it has the ability to do so, on the e-commerce websites that Defendant has expressly authorized to sell Covered Products in California; and (b) if it does not have the ability to post the **Warning** or **Alternative Warning** on e-commerce websites that Defendant has expressly authorized to sell Covered Products in California, comply with Cal. Code Regs., tit. 27, § 25600.2, subd. (b). Owners and operators of e-commerce websites who sell Covered Products in California and have been provided with written notice in accordance with Cal. Code Regs., tit. 27, § 25600.2, subd. (b) are not released in Section 5 of this Consent Judgment if they fail to meet the warning requirements of this Section. Defendant shall not be responsible for posting the **Warning** or **Alternative Warning** on e-commerce websites that are not expressly authorized by Defendant to sell Covered Products or who are not expressly authorized by Defendant's retail sellers to sell Covered Products supplied by Defendant, and such unauthorized e-commerce websites are not released pursuant to Section 5 of this Consent Judgment.

3.4 Compliance with Warning Regulations. The Parties agree that Defendant shall be deemed to be in compliance with this Consent Judgment by either adhering to Section 3 of this Consent Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered Products and the exposures at issue. If OEHHA adopts new warning regulations applicable

to the Covered Products and exposures at issue, Defendant may choose to provide these warnings at its discretion.

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

To the extent Balabbo identifies any Covered Product in the future which she believes is not in compliance with this Consent Judgment, Balabbo agrees to advise Defendant of such alleged breach in the manner set forth in Section 8, and provide Defendant 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 3.2 through 3.4, as applicable. Such Notice to Cure to Defendant must include photographs of the Covered Product's labeling and packaging, purchase receipt reflecting when and where the Covered Product was purchased in California, and results from an independent third-party laboratory establishing that the Covered Product is not a Reformulated Product. All documentation submitted in support of the Notice to Cure must be unredacted.

Balabbo 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 Covered Products covered by the Consent Judgment. However, Balabbo shall not be entitled to seek or recover any civil penalties, and Balabbo and her 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 Covered Products covered by the Consent Judgment or the alleged breach or violation of the Consent Judgment, provided Defendant timely remedies the alleged non-compliance within thirty (30) business days of receiving the Notice to Cure, as discussed herein. If Defendant cures the alleged non-compliance within thirty (30) business days of receiving the Notice to Cure, Defendant shall not be deemed in breach or violation of this Consent Judgment in any respect, and Defendant shall not be liable

(whether for civil penalties or attorneys' fees or costs) for sales of such Products referenced in the Notice to Cure occurring prior to the expiration of the 30-day cure period.

3.6 Sell-Through Period

Notwithstanding anything else in this Consent Judgment, Covered Products that are manufactured prior to the Compliance Date shall be subject to the release of liability pursuant to this Consent Judgment, without regard to when such Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations of Defendant, or any Defendant Releasees (if applicable), stated in this Section 3 do not apply to Covered Products manufactured prior to the Compliance Date.

4. MONETARY TERMS

4.1 Civil Penalty. Defendant shall pay $6,000.00 as a Civil Penalty pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Balabbo, as provided by California Health & Safety Code § 25249.12(d).

4.1.1 Within ten (10) days of the Effective Date, Defendant shall issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of $4,500.00; and to (b) "Precila Balabbo" in the amount of $1,500.00. Payment owed to Balabbo pursuant to this Section shall be delivered to the following payment address:

Evan J. Smith, Esquire
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

For United States Postal Service Delivery:

Mike Gyurics
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

A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth above as proof of payment to OEHHA.

On or before the Effective Date, Balabbo and its counsel will provide Bumble Bee with completed IRS 1099, W-9, or other tax forms as required for the payments identified above.

4.2 Attorneys' Fees. Within ten (10) days of the Effective Date, Defendant shall pay $55,000.00 to Brodsky Smith as complete reimbursement for Balabbo's attorneys' fees and costs incurred as a result of investigating, bringing this matter to the attention of Defendant, litigating and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code of Civil Procedure § 1021.5.

5. RELEASE OF ALL CLAIMS

5.1 This Consent Judgment is a full, final, and binding resolution between Balabbo acting on her own behalf, and on behalf of the public interest, and Defendant, 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 ("Defendant Releasees"), and all entities to whom they directly or indirectly distribute or sell Covered Products, including but not limited to distributors, wholesalers, customers, licensors, licensees, retailers, including but not limited to Walmart Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Walmart Apollo, LLC, Wal-Mart.com USA, LLC, Amazon.com, Inc., Amazon Services LLC, Albertsons Companies, Inc., and each of these entities' 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 lead and lead compounds from Products manufactured, distributed, and/or

sold by Defendant through the Compliance Date, as set forth in the Notices and the Action. 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 lead and lead compounds from use of the Covered Products that was alleged in the Notices and Action, or that could have been brought pursuant to the Notices and Action against Defendant and the Downstream Releasees. Defendant's compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Defendant with regard to exposure to lead and lead compounds from consumption of the Covered Products.

5.2 In addition to the foregoing, Balabbo, on behalf of herself, her past and current agents, representatives, attorneys, and successors and assignees, and *not* in her representative capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases Defendant, Defendant 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 attorneys' 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 Covered Products manufactured, distributed, and/or sold by Defendant, Defendant Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph, Balabbo hereby specifically waives any and all rights and benefits which she now has, or in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, 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.

Balabbo acknowledges and understands the significance and consequences of this specific waiver under California Civil Code, § 1542, which she has discussed with its attorneys.

5.3 Defendant waives any and all claims against Balabbo, her attorneys and other representatives, for any and all actions taken, or statements made (or those that could have been taken or made) by Balabbo and her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65 against them in this Action, and with respect to Covered Products.

6. INTEGRATION

6.1 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.

7. GOVERNING LAW

7.1 The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then Defendant may move to modify this Consent Judgment to reflect such changes to the law, as set forth in Section 11.

8. NOTICES

8.1 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, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses:

For Defendant:

Greg Berlin
Alston & Bird
350 S. Grand Ave., 51st Fl.

For Balabbo:

Evan Smith
Brodsky Smith
9465 Wilshire Blvd., Ste. 300

Los Angeles, CA 90071
greg.berlin@alston.com

Beverly Hills, CA 90212
esmith@brodskysmith.com

///

With a Copy To:

C T CORPORATION SYSTEM Registered Corporate 1505 Agent
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

Copies of all correspondence and notices shall also be sent electronically via email.

Any 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; FACSIMILE SIGNATURES

9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

10.1 Balabbo agrees to comply with the requirements set forth in California Health & Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment. Defendant agrees it shall support approval of such Motion.

10.2 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. In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30 days, the case shall proceed on its normal course.

10.3 If the Court approves this Consent Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on its normal course on the trial court's calendar.

11. MODIFICATION

11.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12. ATTORNEY'S FEES

12.1 This Consent Judgment may only be enforced by the Parties. A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

13. RETENTION OF JURISDICTION

13.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

14. AUTHORIZATION

14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

Date: _____

By: _____
PRECILA BALABBO

AGREED TO:

Date: Aug 31, 2026

By: Jill Irvin
Jill Irvin (Aug 31, 2026 17:09:31 PDT)
Jill Irvin, General Counsel
BUMBLE BEE FOODS, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

_____
Judge of Superior Court

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AGREED TO:

Date: 9/17/26

By: _____
PRECILA BALABBO

AGREED TO:

Date: _____

By: _____
Jill Irvin, General Counsel
BUMBLE BEE FOODS, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: Nov. 12, 2026

_____
Judge of Superior Court
Judge Marisa Chun