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Evan Smith (Bar No. SBN 242352)  
BRODSKY SMITH  
9465 Wilshire Blvd., Ste. 300  
Beverly Hills, CA 90212  
Tel: (877) 534-2590  
Fax: (310) 247-0160

*Attorneys for Plaintiff*

**FILED**  
Superior Court of California  
County of San Francisco

DEC - 4 2024

CLERK OF THE COURT  
BY: *Karen Lee*  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

EMA BELL,  
  
Plaintiff,  
  
v.  
  
COLEWILL AidAN, LLC, GEOMAR S.A.  
  
Defendants.

Case No.: CGC-24-614422  
**[PROPOSED] CONSENT  
JUDGMENT**  
  
Judge: Richard B. Ulmer  
Dept.: 302  
Hearing Date: October 31, 2024  
Hearing Time: 9:30 AM  
Complaint Filed: May 6, 2024

1       **1. INTRODUCTION**

2           1.1       **The Parties.** This Consent Judgment is entered into by and between Ema Bell acting  
3 on behalf of the public interest (hereinafter “Bell”) on the one hand, and defendants Geomar, S.A.  
4 (“Geomar”) and Colewillaidan, LLC (“Colewillaidan”) (collectively, “Defendants” and each a  
5 “Defendant”) on the other hand, with Bell and Defendants collectively referred to as the “Parties”  
6 and each of them as a “Party.” Bell is an individual residing in California that seeks to promote  
7 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating  
8 hazardous substances contained in consumer products. Each Defendant is alleged to be a person in  
9 the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6  
10 et seq.

11           1.2       **Allegations and Representations.** Bell alleges that Defendants have exposed  
12 individuals to lead and/or cadmium from their sales of (a) Clams, (b) Crabs, and (c) Mussels without  
13 providing clear and reasonable exposure warnings pursuant to Proposition 65. Lead and cadmium  
14 are listed pursuant to Proposition 65 as chemicals known to the State of California to cause cancer  
15 and birth defects or other reproductive harm.

16           1.3       **Notices of Violation/Action.** On or about July 28, 2023, Bell served Colewillaidan  
17 and various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
18 pursuant to Health & Safety Code §25249.7(d) (the “July Notice”), alleging that Colewillaidan  
19 violated Proposition 65 for failing to warn consumers and customers that consumption of “Cole’s  
20 Clams” and “Cole’s Crabs” expose consumers in California to lead. No public enforcer has brought  
21 and is diligently prosecuting the claims alleged in the July Notice.

22           On or about May 6, 2024, Bell served Defendants and various public enforcement agencies  
23 with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
24 §25249.7(d) (the “First May Notice”), alleging that Defendants violated Proposition 65 for failing  
25 to warn consumers and customers that consumption of Mussels, including but not limited to  
26 “Cole’s Mussels,” exposes consumers in California to lead and cadmium. No public enforcer has  
27 brought and is diligently prosecuting the claims alleged in the First May Notice.

28

1 On or about May 6, 2024, Bell served Defendants and various public enforcement agencies  
2 with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code  
3 §25249.7(d) (the "Second May Notice"), alleging that Defendants violated Proposition 65 for  
4 failing to warn consumers and customers that consumption of Clams, including but not limited to  
5 "Cole's Clams," exposes consumers in California to lead and cadmium. No public enforcer has  
6 brought and is diligently prosecuting the claims alleged in the Second May Notice.

7 On or about May 6, 2024, Bell served Defendants and various public enforcement agencies  
8 with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code  
9 §25249.7(d) (the "Third May Notice"), alleging that Defendants violated Proposition 65 for failing  
10 to warn consumers and customers that consumption of Crabs, including but not limited to Cole's  
11 "Snow Crab," exposes consumers in California to lead. No public enforcer has brought and is  
12 diligently prosecuting the claims alleged in the Third May Notice.

13 The July Notice, the First May Notice, the Second May Notice, and the Third May Notice  
14 are collectively referred to herein as, the "Notices."

15 1.4 On May 6, 2024, Bell filed a complaint that brought claims pertaining to the July  
16 Notice (the "Complaint"). On September 6, 2024, Bell filed a first amended complaint alleging  
17 claims pertaining to the Notices (the "First Amended Complaint"). The Complaint and the First  
18 Amended Complaint are collectively referred to herein as, the "Action."

19 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
20 jurisdiction over Defendants as to the allegations contained in the Action filed in this matter, that  
21 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
22 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution  
23 of all claims which were or could have been raised in the Action based on the facts alleged therein  
24 and in the Notices.

25 1.6 Defendants deny the material allegations contained in the Notices and Action and  
26 maintain that they have not violated Proposition 65. Nothing in this Consent Judgment shall be  
27 construed as an admission by Defendants of any fact, finding, issue of law, or violation of law; nor  
28

1 shall compliance with this Consent Judgment constitute or be construed as an admission by  
2 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being specifically  
3 denied by Defendants. However, this section shall not diminish or otherwise affect the obligations,  
4 responsibilities, and duties of Defendants under this Consent Judgment.

5 **2. DEFINITIONS**

6 2.1 **Covered Products.** The term "Covered Product(s)" mean all (a) Clams, (b) Crabs,  
7 and (c) Mussels that are manufactured, distributed, shipped into California and offered for sale in  
8 California by Defendants.

9 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is  
10 entered as a Judgment of the Court.

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

12 3.1 **Reformulation of Covered Products.** Commencing within sixty (60) days after the  
13 Effective Date, and continuing thereafter, Covered Products that Defendants directly manufacture,  
14 import, distribute, sell, or offer for sale in California shall either be: (a) reformulated Products  
15 pursuant to §§ 3.2 – 3.3, below; or (b) labeled with or accompanied by a clear and reasonable  
16 exposure warning pursuant to §§ 3.4 - 3.5, below. For purposes of this Settlement Agreement, a  
17 "Reformulated Product" is a Covered Product that is in compliance with the standards set forth in  
18 §§ 3.2 – 3.3, below. The warning requirement set forth in §§ 3.4 - 3.5 shall not apply to any  
19 Reformulated Product and/or to any Product that entered the stream of commerce prior to, or within  
20 60 days after the Effective Date. For the avoidance of doubt, Covered Products in the stream of  
21 commerce specifically include, but are not limited to, Covered Products in the process of  
22 manufacture.

23 3.2 **Lead Reformulation Standard.** "Reformulated Lead Products" shall mean  
24 Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead per  
25 serving size when analyzed pursuant to AOAC Official Method 2015.01. For the purpose of this  
26 Consent Judgment, the amount of lead a person is exposed to from a Covered Product shall be  
27 calculated using the following formula: micrograms of lead per gram of Covered Product,  
28

1 multiplied by grams of Covered Product per serving size of the Covered Product (using the largest  
2 serving size appearing on the Covered Product label), multiplied by servings of the Covered  
3 Product per day (using the largest number of servings in a recommended dosage appearing on the  
4 label), which equates to micrograms of lead exposure per day. If the Covered Product label contains  
5 no recommended daily servings, then the number of recommended daily servings shall be one (1).

6 **3.3 Cadmium Reformulation Standard.** "Reformulated Cadmium Products" shall  
7 mean Covered Products that expose a person to an exposure level of less than 4.1 micrograms of  
8 cadmium per serving size when analyzed pursuant to AOAC Official Method 2015.01. For the  
9 purpose of this Consent Judgment, the amount of lead a person is exposed to from a Covered  
10 Product shall be calculated using the following formula: micrograms of cadmium per gram of  
11 Covered Product, multiplied by grams of Covered Product per serving size of the Covered Product  
12 (using the largest serving size appearing on the Covered Product label), multiplied by servings of  
13 the Covered Product per day (using the largest number of servings in a recommended dosage  
14 appearing on the label), which equates to micrograms of cadmium exposure per day. If the Covered  
15 Product label contains no recommended daily servings, then the number of recommended daily  
16 servings shall be one (1).

17 **3.4 Clear and Reasonable Warning.** Commencing within 60 days after the Effective  
18 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.4  
19 and 3.5 must be provided for all Covered Products that Defendants manufacturer, import, distribute,  
20 sell, or offer for sale in California that is not a Reformulated Product. There shall be no obligation  
21 for Defendants to provide an exposure warning for Covered Products that entered the stream of  
22 commerce prior to, or within 60 days after the Effective Date. The warning shall consist of either  
23 the **Warning** or **Alternative Warning** described in §§ 3.4(a) - (f):

24 (a) **Warning.** If a Covered Product creates an exposure to lead only, the  
25 "Warning" shall consist of the statement:

26 **[CALIFORNIA] WARNING:** Consuming this product can expose you to  
27 chemicals including lead, which is known to the State of California to cause  
28 [cancer and] birth defects or other reproductive harm. For more information  
go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

1 Defendants shall use the phrase “cancer and” in the **Warning** only if the daily lead exposure  
2 level is greater than 15 micrograms of lead as determined pursuant to the test methodology  
3 identified in § 3.2.

4 (b) **Warning.** If a Covered Product creates an exposure to cadmium only, the  
5 “Warning” shall consist of the statement:

6 **[CALIFORNIA] WARNING:** Consuming this product can expose you to  
7 chemicals including cadmium, which is known to the State of California to cause  
8 birth defects or other reproductive harm. For more information go to  
9 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

10 (c) **Warning.** If a Covered Product creates an exposure to lead *and* cadmium,  
11 the “Warning” shall consist of the statement:

12 **[CALIFORNIA] WARNING:** Consuming this product can expose you to  
13 chemicals including lead and cadmium, which are known to the State of  
14 California to cause cancer and birth defects or other reproductive harm. For  
15 more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

16 Defendants shall use the phrase “cancer and” in the **Warning** only if the daily lead exposure  
17 level is greater than 15 micrograms of lead as determined pursuant to the test methodology  
18 identified in § 3.2 or if Defendants have reason to believe that another Proposition 65 listed  
19 chemical is present at a level requiring the cancer warning. As identified in the brackets, the  
20 **Warning** shall appropriately reflect whether there is lead, cadmium, or multiple chemicals in the  
21 Covered Product, but if there is a chemical present at a level that requires a cancer warning, the  
22 chemical requiring use of the phrase “cancer and” in the **Warning** shall *always* be identified.

23 (d) **Alternative Warning:** For each Covered Product Defendants may, but are  
24 not required to, use the alternative short-form warning as set forth in this § 3.4(d) (“**Alternative**  
25 **Warning**”) as follows:

26 **[CALIFORNIA] WARNING:** Cancer and Reproductive Harm -  
27 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

28 Any **Warning** provided pursuant to § 3.4 must print the word “[CALIFORNIA]  
**WARNING:**” in all capital letters and in bold font, followed by a colon. The **Warning**,  
**Alternative Warning** shall be affixed to or printed on the Products’ packaging or labeling, or on a  
placard, shelf tag, sign or electronic device or automatic process, provided that the **Warning** or

1 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,  
2 statements, or designs as to render it likely to be read and understood by an ordinary individual  
3 under customary conditions of purchase or use. If Defendants elect to warn with the **Warning** or  
4 **Alternative Warning**, the **Warning** or **Alternative Warning** may be contained in the same  
5 section of the packaging, labeling, or instruction booklet that states other safety warnings, if any,  
6 concerning the use of the Product and shall be at least the same size as those other safety warnings.  
7 Where the **Warning** or **Alternative Warning** is provided on the food product label, it must be set  
8 off from other surrounding information, and Defendants shall enclose the **Warning** or **Alternative**  
9 **Warning** in a black box and comply with the content requirements specified in Section 25607.2.  
10 If "consumer information," as that term is defined in Title 27, California Code of Regulations,  
11 Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language,  
12 Defendants shall provide the **Warning**, **Alternative Warning**, or **Retail Seller Warning** in the  
13 foreign language in accordance with applicable warning regulations adopted by the State of  
14 California's Office of Environmental Health Hazard Assessment ("OEHHA").

15 In addition to affixing the **Warning** or **Alternative Warning** to the Product's packaging or  
16 labeling, the **Warning** or **Alternative Warning** shall be posted on websites where Defendants  
17 offer Covered Products for sale to consumers in California. The requirements of this Section shall  
18 be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word  
19 "**WARNING**," appears on the product display page, or by otherwise prominently displaying the  
20 warning to the purchaser prior to completing the purchase. To comply with this Section, Defendants  
21 shall (a) post the **Warning** or **Alternative Warning** on their own website and, if they have the  
22 ability to do so, on the websites of third-party internet sellers Defendants authorize to sell Covered  
23 Products; and (b) if they do not have the ability to post the **Warning** or **Alternative Warning** on  
24 the websites of third-party internet sellers they authorize to sell Covered Products, provide such  
25 authorized third-party sellers with written notice in accordance with Title 27, California Code of  
26 Regulations, Section 25600.2. Authorized third-party internet sellers of the Product that have been  
27 provided with written notice in accordance with Title 27, California Code of Regulations, Section  
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1 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning  
2 requirements of this Section. Defendants shall not be responsible for posting the **Warning** or  
3 **Alternative Warning** on the websites of third-party internet sellers who are not authorized by  
4 Defendants to sell Covered Products or who are not authorized by Defendants' retail sellers to sell  
5 Covered Products supplied by Defendants, and such unauthorized third-party internet sellers are  
6 not released pursuant to Section 5 of this Agreement.

7 **3.6 Compliance with Warning Regulations.** The Parties agree that Defendants shall  
8 be deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this  
9 Settlement Agreement or by complying with warning regulations adopted by the State of  
10 California's OEHHA applicable to the Covered Products and the exposures at issue. If OEHHA  
11 adopts new warning regulations applicable to the Covered Products and exposures at issue,  
12 Defendants may choose to provide these warnings at their discretion.

13 **4. MONETARY TERMS**

14 **4.1 Civil Penalty.** Defendants shall pay \$9,000.00 as a Civil Penalty pursuant to Health  
15 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &  
16 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the  
17 Civil Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

18 **4.1.1** Within ten (10) days of the Effective Date, Defendants shall issue two  
19 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$6,750.00; and  
20 to (b) "Erna Bell" in the amount of \$2,250.00. Payment owed to Bell pursuant to this Section  
21 shall be delivered to the following payment address:

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

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

27 For United States Postal Service Delivery:

28 Mike Gyurics



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

5 For Non-United States Postal Service Delivery:

6 Mike Gyurics  
7 Fiscal Operations Branch Chief  
8 Office of Environmental Health Hazard Assessment  
9 1001 I Street  
10 Sacramento, CA 95814

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

13 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Defendants shall pay  
14 \$38,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs  
15 incurred as a result of investigating, bringing this matter to the attention of Defendants, litigating  
16 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to  
17 Code of Civil Procedure § 1021.5.

18 **5. RELEASE OF ALL CLAIMS**

19 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting  
20 on her own behalf, and on behalf of the public interest, and Defendants, and their parents,  
21 shareholders, members, directors, officers, managers, employees, representatives, agents,  
22 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
23 predecessors, successors and assigns ("Defendants Releasees"), and all entities from whom they  
24 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but  
25 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees  
26 retailers, including but not limited to World Market Management Services, LLC, Trader Joe's  
27 Company, Amazon.com Services LLC; and Amazon.com, Inc., and each of these entities' parents,  
28 subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream Releasees"), of  
all claims for violations of Proposition 65 that could be brought based on exposures to lead from  
Crabs and exposures to lead and/or cadmium from Clams and Mussels manufactured, distributed,  
or sold by Defendants within 60 days after the Effective Date, as set forth in the Notices. It is the

1 intention of the Parties that this Consent Judgment shall have preclusive effect such that no other  
2 actions by private enforcers, whether purporting to act in his, her, or their interests or the public  
3 interest, shall be permitted to pursue and take any action with respect to any violation of Proposition  
4 65 based on exposure to lead and/or cadmium from use of the Covered Products that was alleged  
5 in the Complaint, or that could have been brought pursuant to the Notices against Defendants and  
6 the Downstream Releasees ("Proposition 65 Claims"). Defendants' compliance with the terms of  
7 this Consent Judgment constitutes compliance with Proposition 65 by Defendants with regard to  
8 exposure to lead and/or cadmium from consumption of Clams and Mussels; and with regard to  
9 exposure to lead from consumption of Crabs.

10 5.2 In addition to the foregoing, Bell, on behalf of herself, her past and current agents,  
11 representatives, attorneys, and successors and assignees, and not in her representative capacity,  
12 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action  
13 and releases Defendants, Defendants Releasees, and Downstream Releasees from any and all  
14 manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts,  
15 agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of  
16 any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the  
17 future, with respect to any alleged violations of Proposition 65 related to or arising from Covered  
18 Products manufactured, distributed, or sold by Defendants, Defendants Releasees or Downstream  
19 Releasees. With respect to the foregoing waivers and releases in this paragraph, Bell hereby  
20 specifically waives any and all rights and benefits which she now has, or in the future may have,  
21 conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides as  
22 follows:

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

27 5.3 Defendants waive any and all claims against Bell, her attorneys and other  
28 representatives, for any and all actions taken, or statements made (or those that could have been

1 taken or made) by Bell and her attorneys and other representatives, whether in the course of  
2 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter,  
3 and with respect to Covered Products.

4 **6. INTEGRATION**

5 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and  
6 any and all prior negotiations and understandings related hereto shall be deemed to have been  
7 merged within it. No representations or terms of agreement other than those contained herein exist  
8 or have been made by any Party with respect to the other Party or the subject matter hereof.

9 **7. GOVERNING LAW**

10 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
11 California and apply within the State of California. In the event that Proposition 65 is repealed or  
12 is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then  
13 Defendants may move to modify this Consent Judgment to reflect such changes to the law, as set  
14 forth in Section 11.

15 **8. NOTICES**

16 8.1 Unless specified herein, all correspondence and notices required to be provided  
17 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
18 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
19 by the other party at the following addresses:

20 For Defendants:

For Bell:

21 David Barnes  
22 Hogan Lovells US LLP  
23 4 Embarcadero Center, Ste. 3500  
San Francisco, CA 94111

Evan Smith  
Brodsky Smith  
9465 Wilshire Blvd., Ste. 300  
Beverly Hills, CA 90212

24 Any party, from time to time, may specify in writing to the other party a change of address to  
25 which all notices and other communications shall be sent.  
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1 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

2 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of  
3 which shall be deemed an original, and all of which, when taken together, shall constitute one and  
4 the same document.

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

7 10.1 Bell agrees to comply with the requirements set forth in California Health & Safety  
8 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
9 Defendants agrees they shall support approval of such Motion.

10 10.2 This Consent Judgment shall not be effective until it is approved and entered by the  
11 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
12 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
13 days, the case shall proceed on its normal course.

14 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an  
15 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
16 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
17 its normal course on the trial court's calendar.

18 **11. MODIFICATION**

19 11.1 This Consent Judgment may be modified only by further stipulation of the Parties  
20 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

21 **12. ATTORNEY'S FEES**

22 12.1 This Consent Judgment may only be enforced by the Parties. A Party who  
23 unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required  
24 to pay the prevailing party's reasonable attorney's fees and costs.

25 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions  
26 pursuant to law.

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**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:**

**AGREED TO:**

Date: See next pag for  
By: signature of attorney  
EMA BELL

Date: September 9, 2024 | 12:44 PM PDT  
By: Javier Donoso  
GEOMAR, S.A.

**AGREED TO:**

Date: September 9, 2024 | 12:44 PM PDT  
By: Rodrigo Abatte  
COLEWILL Aidan, LLC

**IT IS SO ORDERED, ADJUDGED AND DECREED: ,**

Dated: 11/29/24

Ulmer  
Judge of Superior Court  
RICHARD ULMER

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**AGREED TO:**

**AGREED TO:**

Date: 9/13/24  
By: [Signature]  
EMA LLC

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
GEOMAR, S.A.

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
COLEWILL Aidan, LLC

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
Judge of Superior Court