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**FILED**  
San Francisco County Superior Court

AUG 6 2026

CLERK OF THE COURT

BY:  Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN FRANCISCO

11 EMA BELL,

12 Plaintiff,

13 v.

14 GELSON'S MARKETS,

15 Defendant.

Case No.: CGC-25-632015

**[PROPOSED] CONSENT  
JUDGMENT**

Judge: Christine Van Aken  
Dept.: 301

Hearing Date: July 17, 2026

Hearing Time: 9:00 AM

Complaint Filed: December 12, 2025

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2 **1. INTRODUCTION**

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

11 1.2 **Allegations and Representations.** Bell alleges that Defendant has exposed  
12 individuals to lead<sup>1</sup> and/or cadmium from their sales of (a) Clams, (b) Mussels, (c) Scallops, and  
13 (d) Oysters without providing clear and reasonable exposure warnings pursuant to Proposition 65.  
14 Lead and cadmium are listed pursuant to Proposition 65 as chemicals known to the State of  
15 California to cause cancer and birth defects or other reproductive harm.

16 1.3 **Notices of Violation & Action.** On June 5, 2025, Bell served Gelson's Markets  
17 ("Gelson's") and various public enforcement agencies with documents entitled "60-Day Notice of  
18 Violation" pursuant to Health & Safety Code §25249.7(d) (the "First June Notice"), alleging that  
19 Gelson's violated Proposition 65 for failing to warn consumers and customers that consumption of  
20 clams and scallops exposes consumers in California to lead and cadmium. No public enforcer has  
21 brought and is diligently prosecuting the claims alleged in the First June Notice.

22 1.4 On June 6, 2025, Bell served Gelson's and various public enforcement agencies with  
23 documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code §25249.7(d)  
24 (the "Second June Notice"), alleging that Gelson's violated Proposition 65 for failing to warn  
25 consumers and customers that consumption of mussels exposes consumers in California to lead and  
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28 <sup>1</sup> As used in this Consent Judgment, the term "lead" includes its elemental form, any compounds  
containing lead, and any derivatives thereof.

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2 cadmium. No public enforcer has brought and is diligently prosecuting the claims alleged in the  
3 Second June Notice.

4 1.5 On September 25, 2025, Bell served Gelson's and various public enforcement  
5 agencies with documents entitled "60-Day Notice of Violation" pursuant to Health & Safety Code  
6 §25249.7(d) (the "September Notice"), alleging that Gelson's violated Proposition 65 for failing to  
7 warn consumers and customers that consumption of oysters exposes consumers in California to  
8 lead and cadmium. No public enforcer has brought and is diligently prosecuting the claims alleged  
9 in the September Notice.

10 1.6 On October 27, 2025, Bell served Gelson's, Superior, and various public  
11 enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health &  
12 Safety Code §25249.7(d) (the "First October Notice") alleging that Gelson's and Superior violated  
13 Proposition 65 for failing to warn consumers and customers that consumption of clams and scallops  
14 exposes consumers in California to lead and cadmium. No public enforcer has brought and is  
15 diligently prosecuting the claims alleged in the First October Notice.

16 1.7 On October 27, 2025, Bell served Gelson's, Superior, and various public  
17 enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health &  
18 Safety Code §25249.7(d) (the "Second October Notice") alleging that Gelson's and Superior  
19 violated Proposition 65 for failing to warn consumers and customers that consumption of oysters  
20 exposes consumers in California to lead and cadmium. No public enforcer has brought and is  
21 diligently prosecuting the claims alleged in the Second October Notice.

22 1.8 On October 27, 2025, Bell served Gelson's, Superior, and various public  
23 enforcement agencies with documents entitled "60-Day Notice of Violation" pursuant to Health &  
24 Safety Code §25249.7(d) (the "Third October Notice") alleging that Gelson's and Superior violated  
25 Proposition 65 for failing to warn consumers and customers that consumption of mussels exposes  
26 consumers in California to lead and cadmium. No public enforcer has brought and is diligently  
27 prosecuting the claims alleged in the Third October Notice.

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2 1.9 The First June Notice, the Second June Notice, the September Notice, the First  
3 October Notice, the Second October Notice, and the Third October Notice are collectively referred  
4 to as the "Notices."

5 1.10 On December 12, 2025, Bell filed a complaint against Gelson's that brought claims  
6 pertaining to the First June Notice, Second June Notice, and September Notice (the "Complaint").

7 1.11 On January 9, 2026, Bell filed a first amended complaint ("First Amended  
8 Complaint") that added Superior as a defendant. The First Amended Complaint also added claims  
9 against Gelson's and Superior for all of the above Notices.

10 1.12 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
11 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that  
12 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
13 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution  
14 of all claims which were or could have been raised in the Action based on the facts alleged therein  
15 and in the Notices.

16 1.13 Defendant denies all material allegations contained in the Notices and Action and  
17 maintains that it has not violated Proposition 65 or any other law with respect to the products  
18 identified in the notices.<sup>2</sup> Nothing in this Consent Judgment shall be construed as an admission by  
19 Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this  
20 Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding,  
21 conclusion, issue of law, or violation of law, such being specifically denied by Defendant.  
22 However, this section shall not diminish or otherwise affect the obligations, responsibilities, and  
23 duties of Defendant under this Consent Judgment.

24 **2. DEFINITIONS**

25 2.1 **Covered Products.** The term "Covered Product(s)" mean all fresh (a) Clams, (b)  
26 Mussels, (c) Scallops, and (d) Oysters sold at fresh seafood counters in California that are

27 <sup>2</sup> For purposes of this Consent Judgment and the releases contained within only, Defendant  
28 waives any affirmative defense based on any potentially applicable statute of limitations or  
repose.

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2 manufactured, imported, distributed, shipped into California or offered for sale in California by  
3 Defendant, Defendant Releasees, and/or Downstream Releasees.

4 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is  
5 entered as a Judgment of the Court.

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

7 3.1 **Reformulation of Covered Products.** Commencing within ninety (90) days after  
8 the Effective Date, and continuing thereafter, Covered Products that Defendant directly  
9 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)  
10 reformulated Products pursuant to §§ 3.2 – 3.3, below; or (b) labeled with or accompanied by a  
11 clear and reasonable exposure warning pursuant to §§ 3.4 – 3.5, below. For purposes of this  
12 Settlement Agreement, a "Reformulated Product" is a Covered Product that is in compliance with  
13 the standards set forth in §§ 3.2 – 3.3, below. The warning requirement set forth in §§ 3.4 – 3.5 shall  
14 not apply to any Reformulated Product and/or to any Product that entered the stream of commerce  
15 prior to, or within 90 days after the Effective Date. For the avoidance of doubt, Covered Products  
16 in the stream of commerce specifically include, but are not limited to, Covered Products in the  
17 process of manufacture.

18 3.2 **Lead Reformulation Standard.** "Reformulated Lead Products" shall mean  
19 Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead per  
20 serving size<sup>3</sup> when analyzed pursuant to AOAC Official Method 2015.01. For the purpose of this  
21 Consent Judgment, the amount of lead a person is exposed to from a Covered Product shall be  
22 calculated using the following formula: micrograms of lead per gram of Covered Product,  
23 multiplied by grams of Covered Product per serving size of the Covered Product, multiplied by  
24 servings of the Covered Product per day (using the largest number of daily recommended servings  
25 appearing on the label), which equates to micrograms of lead exposure per day. If the Covered  
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27 <sup>3</sup> "Serving size" means the reference amount customarily consumed ("RACC") for the Covered  
28 Products as established by the U.S. Food and Drug Administration for purposes of nutrition  
labeling. For fish and shellfish, the applicable RACC is 85 grams for cooked fish or shellfish and  
110 grams for raw fish or shellfish.

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2 Product label contains no recommended daily servings, then the number of recommended daily  
3 servings shall be one (1).

4       **3.3 Cadmium Reformulation Standard.** “Reformulated Cadmium Products” shall  
5 mean Covered Products that expose a person to an exposure level of less than 4.1 micrograms of  
6 cadmium per serving size<sup>4</sup> when analyzed pursuant to AOAC Official Method 2015.01. For the  
7 purpose of this Consent Judgment, the amount of lead a person is exposed to from a Covered  
8 Product shall be calculated using the following formula: micrograms of cadmium per gram of  
9 Covered Product, multiplied by grams of Covered Product per serving size of the Covered Product,  
10 multiplied by servings of the Covered Product per day (using the largest number of daily  
11 recommended servings appearing on the label), which equates to micrograms of cadmium exposure  
12 per day. If the Covered Product label contains no recommended daily servings, then the number of  
13 recommended daily servings shall be one (1).

14       **3.4 Clear and Reasonable Warning.** Commencing within 90 days after the Effective  
15 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.4  
16 and 3.5 must be provided for all Covered Products that Defendant manufacturers, imports,  
17 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be  
18 no obligation for Defendant to provide an exposure warning for Covered Products that entered the  
19 stream of commerce prior to, or within 90 days after the Effective Date. The warning shall consist  
20 of either the **Warning** or **Alternative Warning** described in §§ 3.4(a) - (e):

21               (a) **Warning.** If a Covered Product creates an exposure to lead only, the  
22 “Warning” shall consist of the statement:

23               **[CALIFORNIA] WARNING:** Consuming this product can expose you to  
24 chemicals including lead, which is known to the State of California to cause  
25 [cancer and] birth defects or other reproductive harm. For more information  
26 go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).  
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<sup>4</sup> *Id.*

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

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

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

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

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

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

24 (d) **Alternative Warning:** For each Covered Product Defendant may, but is not  
25 required to, use the alternative short-form warning, as applicable for the chemical(s) for which it  
26 wishes to warn, as set forth in this § 3.4(d) ("**Alternative Warning**") as follows:

27 [CALIFORNIA] **WARNING:** Risk of [cancer and] reproductive harm from exposure to  
28 lead and cadmium. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

Defendant shall use the phrase "cancer and" in the **Warning** only if the daily lead  
exposure level is greater than 15 micrograms of lead as determined pursuant to the test  
methodology identified in § 3.2 or if Defendant has reason to believe that another Proposition 65

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2 listed chemical is present at a level requiring the cancer warning. As identified in the brackets, the  
3 **Warning** shall appropriately reflect whether there is lead, cadmium, or multiple chemicals in the  
4 Covered Product, but if there is a chemical present at a level that requires a cancer warning, the  
5 chemical requiring use of the phrase "cancer and" in the **Warning** shall *always* be identified.'

6 (e) **Warning Requirements:** Defendant agrees to comply with the  
7 requirements of Title 27, California Code of Regulations, Section 25600.2. Any **Warning** provided  
8 pursuant to § 3.4 must print the word "[CALIFORNIA] WARNING:" in all capital letters and in  
9 bold font, followed by a colon. The **Warning** or **Alternative Warning** shall be affixed to or printed  
10 on the Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device or  
11 automatic process, provided that the **Warning** or **Alternative Warning** is displayed with such  
12 conspicuousness, as compared with other words, statements, or designs as to render it likely to be  
13 read and understood by an ordinary individual under customary conditions of purchase or use. A  
14 **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not  
15 apply to internet purchases, which are subject to the provisions of Section 25602(b). If Defendant  
16 elects to warn with the **Warning** or **Alternative Warning**, the **Warning** or **Alternative Warning**  
17 may be contained in the same section of the packaging, labeling, or instruction booklet that states  
18 other safety warnings, if any, concerning the use of the Product and shall be at least the same size  
19 as those other safety warnings. Where the **Warning** or **Alternative Warning** is provided on the  
20 food product label, it must be set off from other surrounding information, and Defendant shall  
21 enclose the **Warning** or **Alternative Warning** in a black box and comply with the content  
22 requirements specified in Section 25607.2. If "consumer information," as that term is defined in  
23 Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to  
24 time, is provided in a foreign language, Defendant shall provide the **Warning** or **Alternative**  
25 **Warning** in the foreign language in accordance with applicable warning regulations adopted by  
26 the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

27 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product's  
28 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where

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2 Defendant offers Covered Products for sale to consumers in California. The requirements of this  
3 Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink  
4 using the word "**WARNING**," appears on the product display page, or by otherwise prominently  
5 displaying the warning to the purchaser prior to completing the purchase. To comply with this  
6 Section, Defendant shall (a) post the **Warning** or **Alternative Warning** on their own website and,  
7 if they have the ability to do so, on the websites of third-party internet sellers Defendant authorizes  
8 to sell Covered Products; and (b) if they do not have the ability to post the **Warning** or **Alternative**  
9 **Warning** on the websites of third-party internet sellers they authorize to sell Covered Products,  
10 provide such authorized third-party sellers with written notice in accordance with Title 27,  
11 California Code of Regulations, Section 25600.2. Authorized third-party internet sellers of the  
12 Product that have been provided with written notice in accordance with Title 27, California Code  
13 of Regulations, Section 25600.2 are not released in Section 5 of this Agreement if they fail to meet  
14 the warning requirements of this Section. Defendant shall not be responsible for posting the  
15 **Warning** or **Alternative Warning** on the websites of third-party internet sellers who are not  
16 authorized by Defendant to sell Covered Products supplied by Defendant, and such unauthorized  
17 third-party internet sellers are not released pursuant to Section 5 of this Agreement.

18       **3.5 Compliance with Warning Regulations.** The Parties agree that Defendant shall be  
19 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this  
20 Settlement Agreement or by complying with warning regulations adopted by the State of  
21 California's OEHHA applicable to the Covered Products and the exposures at issue. If OEHHA  
22 adopts new warning regulations applicable to the Covered Products and exposures at issue,  
23 Defendant may choose to provide these warnings at their discretion.

#### 24       **4. MONETARY TERMS**

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

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2 4.1.1 Within ten (10) days of the Effective Date, Defendant shall issue two  
3 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$4,500.00; and  
4 to (b) "Erna Bell" in the amount of \$1,500.00. Payment owed to Bell pursuant to this Section  
5 shall be delivered to the following payment address:

6 Evan J. Smith, Esquire  
7 Brodsky Smith  
8 Two Bala Plaza, Suite 805  
9 Bala Cynwyd, PA 19004

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

12 For United States Postal Service Delivery:

13 Mike Gyurics  
14 Fiscal Operations Branch Chief  
15 Office of Environmental Health Hazard Assessment  
16 P.O. Box 4010  
17 Sacramento, CA 95812-4010

18 For Non-United States Postal Service Delivery:

19 Mike Gyurics  
20 Fiscal Operations Branch Chief  
21 Office of Environmental Health Hazard Assessment  
22 1001 I Street  
23 Sacramento, CA 95814

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

26 4.2 **Attorneys' Fees.** Defendant shall pay \$54,000.00 to Brodsky Smith as complete  
27 reimbursement for Bell's attorneys' fees and costs incurred as a result of investigating, bringing  
28 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.

4.3 Defendant agrees to pay the settlement monies pursuant to this Consent Judgment  
in three (3) separate payments with the first payment due as of ten (10) days after the Effective  
Date. Pursuant to this Section, the payments shall be made as follows:

4.3.1 By or before ten (10) days after the Effective Date, Defendant shall issue a  
settlement payment check to "Brodsky Smith" in the amount of \$14,000.00;

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2 4.3.2 By or before thirty (30) days after the Effective Date, Defendant shall issue  
3 a settlement payment check to "Brodsky Smith" in the amount of \$20,000.00;

4 4.3.3 By or before sixty (60) days after the Effective Date, Defendant shall issue  
5 a settlement payment check to "Brodsky Smith" in the amount of \$20,000.00;

6 **5. RELEASE OF ALL CLAIMS**

7 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting  
8 on her own behalf, and on behalf of the public interest, and Defendant, and their parents,  
9 shareholders, members, directors, officers, managers, employees, representatives, agents,  
10 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
11 predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom they  
12 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but  
13 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees or  
14 retailers, including but not limited to P.L.D. Enterprises, Inc., Gelson's, Bristol Farms, Albertsons  
15 Companies, Inc., Maplebear Inc. d/b/a Instacart, and each of these entities' parents, subsidiaries,  
16 and affiliates, franchisees, and cooperative members ("Downstream Releasees"), of any and all  
17 claims that were brought or could have been brought related to the Notices and any and all alleged  
18 violations of Proposition 65 that could be brought based on exposures to lead and/or cadmium from  
19 the manufacture, import, distribution, sale, shipping into California, or offering for sale of the  
20 Covered Products at any time up to and including sixty (60) days prior to the Effective Date, as set  
21 forth in the Notices. The Parties intend that this Consent Judgment shall have preclusive effect such  
22 that no other actions by private enforcers, whether purporting to act in his, her, or their interests or  
23 the public interest, shall be permitted to pursue and take any action with respect to any violation of  
24 Proposition 65 based on exposure to lead and/or cadmium from use of the Covered Products that  
25 was alleged in the Complaint, or that could have been brought pursuant to the Notices against  
26 Defendant and the Downstream Releasees ("Proposition 65 Claims"). This effect is intended to bar  
27 any such claims by private enforcers or other persons purporting to act in their interests or the public  
28 interest, to the fullest extent permitted by law. Defendant's compliance with the terms of this

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2 Consent Judgment constitutes compliance with Proposition 65 by Defendant with regard to  
3 exposure to lead and/or cadmium from use of the Covered Products.

4 5.2 In addition to the foregoing, Bell, on behalf of herself, her past and current agents,  
5 representatives, attorneys, and successors and assignees, and not in her representative capacity,  
6 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action  
7 and releases Defendant, Defendant Releasees, and Downstream Releasees from any and all manner  
8 of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,  
9 promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature  
10 whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the future, with  
11 respect to any and all claims that were brought or could have been brought related to the Notices  
12 and any alleged violations of Proposition 65 related to or arising from Covered Products  
13 manufactured, distributed, or sold by Defendant, Defendant Releasees or Downstream Releasees.  
14 With respect to the foregoing waivers and releases in this paragraph, Bell hereby specifically  
15 waives any and all rights and benefits which she now has, or in the future may have, conferred by  
16 virtue of the provisions of § 1542 of the California Civil Code, which provides as follows:

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

21 5.3 Defendant waives any and all claims against Bell, her attorneys and other  
22 representatives, for any and all actions taken, or statements made (or those that could have been  
23 taken or made) by Bell and her attorneys and other representatives, whether in the course of  
24 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter,  
25 and with respect to Covered Products.

26 **6. INTEGRATION**

27 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and  
28 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.

6.2 Subsequent to the Court's approval and entry of this Consent Judgment, if any provision, except for Section 5, is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

**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.

**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:

Jason Moberly Caruso  
Newmeyer & Dillon LLP  
895 Dove St., 2<sup>nd</sup> Fl.  
Newport Beach, CA 92660

And

For Bell:

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

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.

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2 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(D)/COURT**  
3 **APPROVAL**

4 10.1 Bell agrees to comply with the requirements set forth in California Health & Safety  
5 Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
6 Defendant agrees they shall support approval of such Motion.

7 10.2 This Consent Judgment shall not be effective until it is approved and entered by the  
8 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
9 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
10 days, the case shall proceed on its normal course, unless the Parties mutually agree in writing  
11 otherwise.

12 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an  
13 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
14 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
15 its normal course on the trial court's calendar.

16 **11. MODIFICATION**

17 11.1 This Consent Judgment may be modified only by further written stipulation of the  
18 Parties and the approval of the Court or upon the granting of a motion brought to the Court by either  
19 Party.

20 **12. ATTORNEY'S FEES**

21 12.1 This Consent Judgment may only be enforced by the Parties. A Party who  
22 unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required  
23 to pay the prevailing party's reasonable attorney's fees and costs.

24 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions  
25 pursuant to law.

26 **13. RETENTION OF JURISDICTION**

27 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
28 Consent Judgment. The injunctive terms of this Consent Judgment may only be enforced by 1) the

Parties to this Consent Judgment, and 2) only those other parties who are required by law to be permitted to enforce this Consent Judgment.

**14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

14.1 If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand and the expiration of sixty (60) days.

**15. AUTHORIZATION**

15.1 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: \_\_\_\_\_  
EMA BELL

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
SUPERIOR SEAFOOD CO.

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

Dated: \_\_\_\_\_

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

Parties to this Consent Judgment, and 2) only those other parties who are required by law to be permitted to enforce this Consent Judgment.

**14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

14.1 If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand and the expiration of sixty (60) days.

**15. AUTHORIZATION**

15.1 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:

5 | 29 | 26

Date:

By:

EMA BELL

By:

SUPERIOR SEAFOOD CO.

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

Dated:

8/6/2024

Judge of Superior Court

**CHRISTINE VAN AKEN**