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6 Attorneys for Plaintiff
The Chemical Toxin Working Group Inc. doing
business as Healthy Living Foundation Inc.
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 THE CHEMICAL TOXIN WORKING
GROUP INC., a California non-profit
11 corporation, doing business as HEALTHY
LIVING FOUNDATION INC.

12 Plaintiff,

13 v.

14 MAINE LOBSTER NOW LLC, a Maine
Limited Liability Company; et al.,

15 Defendants.
16

CASE NO. 21STCV36382

[PROPOSED] CONSENT JUDGMENT

[Assigned for All Purposes to the Hon.
Maureen Duffy-Lewis, Dept. 38]

1st Amended Complaint: November 24,
2022

17 **1. INTRODUCTION**

18 1.1. The Parties to this Consent Judgment are The Chemical Toxin Working Group Inc. doing
19 business as Healthy Living Foundation Inc. (“Plaintiff”) and Defendant Maine Lobster Now
20 LLC (“Defendant”). Plaintiff and Defendant (collectively, the “Parties” and individually, a
21 “Party”) enter into this Consent Judgment (“Consent Judgment”) to settle claims asserted
22 by Plaintiff against Defendant as set forth in the Complaint.

23 1.2. Defendant has distributed, and/or sold the Covered Products.

24 1.3. On February 12, 2021, Plaintiff served a 60-day notice of violation of Proposition 65 on the
25 California Attorney General, the District Attorneys of every county in California, the City

1 Attorneys of every California city with a population greater than 750,000, and to
2 Defendant, alleging that Defendant violated Proposition 65 by exposing persons in
3 California to the Listed Chemical in (1) Maine Lobster Now Marshall Cove Maine Mussels
4 Fresh and (2) Maine Lobster Now Steamer Clams Fresh without first providing a clear and
5 reasonable Proposition 65 warning (the “First Notice”). The First Notice is designated with
6 Attorney General number 2021-00334. No designated governmental entity has filed a
7 complaint against Defendant with regard to the (1) Maine Lobster Now Marshall Cove
8 Maine Mussels Fresh and (2) Maine Lobster Now Steamer Clams Fresh or the alleged
9 violations.

10 1.4. On September 1, 2021, Plaintiff served a 60-day notice of violation of Proposition 65 on the
11 California Attorney General, the District Attorneys of every county in California, the City
12 Attorneys of every California city with a population greater than 750,000, and to
13 Defendant, alleging that Defendant violated Proposition 65 by exposing persons in
14 California to the Listed Chemical in (1) Maine Lobster Now Bangs Island Maine Mussels,
15 and (2) Maine Lobster Now Gulf of Maine Steamer Clams without first providing a clear
16 and reasonable Proposition 65 warning (the “Second Notice”). The Second Notice is
17 designated with Attorney General number 2021-02198. No designated governmental entity
18 has filed a complaint against Defendant with regard to the (1) Maine Lobster Now Bangs
19 Island Maine Mussels, and (2) Maine Lobster Now Gulf of Maine Steamer Clams or the
20 alleged violations.

21 1.5. The “Notices” means the First Notice and Second Notice.

22 1.6. For purposes of this Consent Judgment only, the Parties stipulate that this Court has
23 jurisdiction over the allegations of violations contained in the Complaint and personal
24 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in
25 the County of Los Angeles, and that this Court has jurisdiction to enter and enforce this
Consent Judgment as a full and final resolution of all claims which were or could have been
raised in the Complaint based on the facts alleged therein and in the Notices with respect to
Covered Products manufactured, distributed, and/or sold by or on behalf of Defendant.

1 Additionally, for purposes of this Consent Judgment, Defendant is deemed a person in the
2 course of doing business in California and subject to the provisions of the Safe Drinking
3 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et
4 seq. (“Proposition 65”).

5 1.7. Defendant denies the allegations in the Notices and Complaint, and nothing in this Consent
6 Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of
7 law, issue of law, or violation of law, nor shall compliance with the Consent Judgment
8 constitute or be construed as an admission by the Parties of any fact, conclusion of law,
9 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive
10 or impair any right, remedy, argument, or defense the Parties may have in any other
11 pending or future legal proceedings. This Consent Judgment is the product of negotiation
12 and compromise and is accepted by the Parties solely for purposes of settling,
13 compromising, and resolving issues disputed in this action.

13 2. DEFINITIONS

14 2.1. The “Complaint” means the operative first amended complaint filed on November 24, 2021
15 in the above-captioned matter.

16 2.2. The “Covered Product(s)” means the following products sold or supplied by the
17 Defendant:

18 2.2.1. Maine Lobster Now Marshall Cove Maine Mussels Fresh (“Marshall Cove Mussels”);

19 2.2.2. Maine Lobster Now Steamer Clams Fresh (“Steamer Clams”);

20 2.2.3. Maine Lobster Now Bangs Island Maine Mussels (“Bangs Island Mussels”);

21 2.2.4. Maine Lobster Now Gulf of Maine Steamer Clams (“Gulf of Maine Clams”).

22 2.3. The “Listed Chemical” means lead and lead compounds.

23 2.4. The “Effective Date” means the date on which the Defendant receives notice of entry of
24 this Consent Judgment.

25 2.5. “Compliance Date” refers to the date that is thirty (30) days after the Effective Date.

1 2.6. “Distributor” is any entity or individual that sells Covered Products into the State of
2 California.

3 2.7. The term "Distributing into the State of California" or “Distributes into the State of
4 California” shall mean to directly ship a Covered Product into California for sale in
5 California or to sell a Covered Product to a Distributor that Defendant knows sells the
6 Covered Product into California. This does not apply to any Covered Product that has left
7 the possession of the Defendant.

8 **3. INJUNCTIVE RELIEF**

9 3.1. Any Covered Products that Defendant Distributes into the State of California after the
10 Compliance Date, shall either (1) comply with the warning requirements of Section 3.2 or
11 (2) meet the reformulation requirements under Section 3.3.

12 **3.2. Warnings**

13 3.2.1. For Covered Products that require a Proposition 65 warning under this Consent
14 Judgment, the warning must follow these requirements:

15 3.2.2. Warning Statement – The warning statement must comply with either Option 1 or
16 Option 2 below.

17 A) Option 1, Long-Form Warning:

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

22 B) Option 2, Short-Form Warning:

23 The font size of this short-form warning must be a minimum of 6 points, and it
24 cannot be smaller than the largest size font used for other consumer information
25 (as defined in 27 Cal. Code Regs. § 25600.1(c) included on the label:

WARNING: [Cancer and] Reproductive Harm – www.P65Warnings.ca.gov/food

3.2.3. Warning Method of Transmission

3.2.3.1. The term “WARNING” shall be in bold and capitalized.

1 3.2.3.2. The warning statement shall be prominently displayed for the Covered Products
2 (1) on the label of the Covered Product, or (2) on a placard, shelf tag, or sign,
3 provided that the statement is displayed with such conspicuousness, as compared
4 with other words, statements, or designs as to render it likely to be read and
5 understood by an ordinary individual prior to sale.

6 3.2.3.3. The warning statement on the Covered Product's label must be set off from
7 other surrounding information and enclosed in a text box.

8 3.2.3.4. If the warning statement is displayed on a placard, shelf tag, or sign where the
9 Covered Product is offered for sale in a physical store, the warning placard or sign
10 must enable an ordinary individual to determine which Covered Products the
11 warning applies to.

12 3.2.3.5. Where the Covered Products' sign, label, or shelf tag used to provide a warning
13 includes consumer information about a product in a language other than English, the
14 warning must also be provided in that language in addition to English.

15 3.2.3.6. Option 2, Short-Form Warning: The font size of this short-form warning must
16 be a minimum of 6 points, and it cannot be smaller than the largest size font used
17 for other consumer information (as defined in 27 Cal. Code Regs. § 25600.1(c)
18 included on the label:

19 3.2.4. For any Covered Product sold by Defendant over the internet, the warning shall be
20 prominently displayed as follows: (a) on the primary display page for the Covered
21 Product; (b) as a clearly marked hyperlink using the word "WARNING" in all capital and
22 bold letters on the Covered Product's primary display page; (c) on the checkout page or
23 any other page in the checkout process when a California delivery address is indicated
24 for any purchase of any Covered Product and with the warning clearly associated with
25 the Covered Product to indicate that the product is subject to the warning; or (d) by
otherwise prominently displaying the warning to the purchaser prior to completing the
purchase. If the warning is provided using the short-form warning label content pursuant
to Section 3.2.2 (B) above, the warning provided on the website may use the same

1 content. For Defendant's internet/online sales, in addition to the online warning described
2 above, Defendant must also ensure a warning meeting the requirements of Section 3.2.2
3 appears on the label or packaging of the Covered Product.

4 3.2.5. For any Covered Product that Defendant is not Distributing into the State of California
5 but that Defendant sells to any entity for the known purpose of resale, Defendant shall
6 provide the written notice attached hereto as Exhibit A. Confirmation of receipt of the
7 notice must be received electronically or otherwise in writing from the entity or an
8 authorized agent for the entity to which Defendant sent the notice.

9 3.3. Reformulated Covered Products; Testing

10 3.3.1. Beginning as of the Compliance Date, Defendant shall not sell in the State of
11 California, or "Distribute into the State of California," any Covered Product that exposes
12 a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day,
13 unless it meets the warning requirements under Section 3.2 above.

14 3.3.2. Daily Lead Exposure Level: For purposes of this Consent Judgment, the "Daily Lead
15 Exposure Level" shall be measured in micrograms, and shall be calculated using the
16 following formula: micrograms of lead per gram of product, multiplied by grams of
17 product per serving of the product (using the largest serving size appearing on the product
18 label), multiplied by servings of the product per day (using the largest number of
19 recommended daily servings appearing on the label), which equals micrograms of lead
20 exposure per day. If the label contains no recommended daily servings, then the number
21 of recommended daily servings shall be one.

22 3.3.3. For purposes of determining if a warning is required pursuant to Section 3.2, the
23 average lead concentration of three (3) samples of the Covered Products randomly
24 selected from different lot numbers by Defendant (or from as many lots as are available
25 for testing if there are fewer than three (3)) will be determined. HLF reserves the right to
test reformulated products and, if the results are violative of Section 3.3.1, assert any new
claims that may arise, subject to the provisions of Section 5, for any Covered Products
that are not properly labeled under Proposition 65.

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3.3.4. All testing pursuant to this Consent Judgment shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection, limit of quantification, accuracy, and precision and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification of less than or equal to 0.010 mg/kg, or any other testing method subsequently agreed upon in writing by the Parties.

3.3.5. All testing pursuant to this Consent Judgment shall be performed by an independent third party laboratory accredited to perform lead testing using the methodology in Section 3.3.4. Testing shall be performed prior to Defendant’s first distribution into California or sale in California of any Covered Product produced or purchased by Defendant after the Compliance Date., and testing shall continue at least once per year for two consecutive years after the Compliance Date.

3.3.6. The requirements of Section 3.3 do not apply to any of the Covered Products for which Defendant has provided a warning as specified in Section 3.2.

3.4. For any Covered Products that Defendant has currently in its possession and control as of the Effective Date that do not meet the requirements of Section 3.3.1, Defendant shall not Distribute into the State of California these Covered Products, unless they contain a warning pursuant to Section 3.2.

3.5. **Compliance.** Notwithstanding the foregoing, the Parties agree that Defendant shall be deemed to be in compliance with this Consent Judgment by either providing the warning of § 3.2 of this Consent Judgment or by complying with warning requirements adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) after the Effective Date or otherwise. If Office of Environmental Health Hazard Assessment regulations require or permit specific safe harbor warning text and/or methods of transmission different than those set forth above, Defendant shall be entitled to use, at its discretion, such other specific safe harbor warning text and/or methods of transmission without being deemed in breach of this Consent Judgment. In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring,

1 permitting or establishing warning text and/or methods of transmission applicable to the
2 chemical at issue and product type at issue here, different than those set forth above,
3 Defendant shall be entitled to use, at its discretion, such other warning text, method of
4 transmission, without being deemed in breach of this Agreement. If regulations, legislation,
5 or controlling judicial rulings are enacted or issued providing that a Proposition 65 warning
6 for the product is no longer required, a lack of warning will not thereafter be a breach of
7 this Agreement.

8 **4. SETTLEMENT PAYMENT**

9 4.1. **Total Settlement Amount:** Within ten (10) calendar days of the Effective Date, Defendant
10 shall make a total payment of \$135,000.00 (“Total Settlement Amount”) in full satisfaction
11 of all potential civil penalties, additional settlement payments, attorney’s fees and costs
12 (including, but not limited to, fees and costs incurred by attorneys, experts, and
investigators), pursuant to Section 4.3 as indicated below.

13 4.2. **Allocation:** The Total Settlement Amount shall be apportioned and paid by Defendant as
14 follows:

15 4.2.1. **Civil Penalty.** \$16,000.00 shall be considered a civil penalty pursuant to California
16 Health and Safety Code section 25249.7(b)(1), of which Plaintiff shall remit seventy-five
17 percent (75%), (\$12,000.00) to the “Safe Drinking Water and Toxic Enforcement Fund”
18 managed by the State of California’s Office of Environmental Health Hazard
19 Assessment. Plaintiff shall retain twenty-five percent (25%), (\$4,000.00) of the civil
penalty pursuant to California Health and Safety Code section 25249.12(d).

20 4.2.2. **Attorneys’ Fees.** Defendant shall pay \$119,000.00 to “Poulsen Law P.C.” (herein
21 “Poulsen Law”) as reimbursement of Plaintiff’s attorney’s fees and costs (including but
22 not limited to expert and investigative costs) incurred in bringing this action.

23 **4.3. Delivery of Payment**

24 4.3.1. Defendant shall pay the Total Settlement Amount by wire transfer to Plaintiff counsel’s
25 escrow account, for which Plaintiff’s counsel will give Defendant the necessary account
information.

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4.3.2. Plaintiff shall be solely responsible for allocating the Total Settlement Amount pursuant to Section 4. Upon request, Plaintiff or its legal counsel shall supply Defendant with a completed W-9 form.

5. ENFORCEMENT

5.1. The Parties agree that any legal action to enforce this Consent Judgment shall be brought in Los Angeles County Superior Court. The Parties agree that Los Angeles County Superior Court has subject matter jurisdiction over the enforcement of this Consent Judgment and personal jurisdiction over Defendant, and that venue is proper in Los Angeles County. The Plaintiff and Defendant have the exclusive right to enforce the terms of the Consent Judgment. They may enforce any of the terms and conditions of this Consent Judgment only after that Party first provides thirty (30) days notice identifying a material noncompliance with the terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to comply in a good faith manner. Notwithstanding the immediately preceding sentence Plaintiff may bring a motion or an action to enforce any breach of the settlement payment terms in Section 4 upon five (5) business days written notice by Plaintiff to the Defendant.

5.2. Prior to bringing any motion, order to show cause, or other proceeding to enforce the terms of this Consent Judgment other than for failure to make payment, Plaintiff shall serve a Notice of Violation ("NOV") to the Defendant via electronic mail to the Parties identified in Section 10. The NOV shall include for the Covered Product(s): the date(s) the alleged violation(s) was observed and the location at which the Covered Products were offered for sale and shall be accompanied by all test data obtained by Plaintiff regarding the Covered Products, and any other evidence or support for the allegations in the NOV.

5.3. Defendant shall, within thirty (30) days following service of such NOV, provide Plaintiff with documentation that meets one of the following conditions:

5.3.1. The Covered Products were shipped by Defendant for sale in California before the Compliance Date or are otherwise exempt, or

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5.3.2. Since receiving the NOV Defendant has taken corrective action by either (i) requesting, in writing, with receipt confirmation, that its customers or stores in California, as applicable, remove the Covered Products identified in the NOV from sale in California and destroy or return the identified Covered Products to Defendant or vendor, as applicable, or (ii) providing a clear and reasonable warning for the Covered Products identified in the NOV pursuant to Section 3 above.

5.3.3. Plaintiff shall take no further action to enforce the alleged violation(s) of this Consent Judgment if the documentation called for in this section satisfies the requirements of Sections 5.3.1 or 5.3.2 above.

5.4. After thirty (30) days pass from the date Plaintiff serves an NOV, if a dispute remains as to compliance with the terms and conditions of this Consent Judgment, the Parties shall meet and confer pursuant to Section 13.1 below to resolve the matter for a period of no less than an additional thirty (30) days during which time Defendant may cure any purported deficiency and if completed within that time then Plaintiff may not proceed with any further action and Plaintiff shall not claim or request any additional fees, costs or penalties. Should the purported deficiency not be cured, then after the additional thirty (30) days Plaintiff may take any further legal action to enforce this Consent Judgment.

5.5. In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

6. BINDING EFFECT; CLAIMS COVERED AND RELEASED

6.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself and in the public interest, and its respective principals, officers, directors, employees, parents, subsidiaries, executors, administrators, successors, and assigns, on the one hand, and Defendant, on behalf of itself, and its respective owners, principals, shareholders, officers, directors, employees, parent companies, subsidiaries, heirs, executors, divisions, administrators, predecessors, successors and assigns, on the other, of any alleged violation of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings up through the Effective Date for exposure to the Listed

1 Chemical from the import, manufacturing, marketing, distribution, sale or offering for sale,
2 handling, use or consumption of the Covered Products, and fully resolves all claims that
3 have been asserted or could have been asserted based on the Notices and in the Complaint,
4 for failure to provide Proposition 65 warnings. Plaintiff hereby releases, waives all claims
5 against, and discharges Defendant, its respective owners, principals, shareholders, officers,
6 directors, employees, parent companies, subsidiaries, suppliers, franchisees, licensees,
7 customers, distributors, wholesalers, retailers and any of Defendant's suppliers only for
8 ingredients or components used by Defendant to make the Covered Products, downstream
9 entities in the distribution chain for the Covered Products and the predecessors, successors
10 and assigns of any of them (collectively, "Released Parties"), for any and all claims,
11 actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and
12 expenses related to any alleged violation of Proposition 65 arising from any failure to
13 provide Proposition 65 warnings for the Listed Chemical for the Covered Products up
14 through the Effective Date.

14 6.2. Plaintiff, on its own behalf only, on the one hand, and Defendant, on its own behalf only, on
15 the other hand, further waive and release any and all claims they may have against each
16 other for all actions or statements made or undertaken in the course of seeking or opposing
17 enforcement of Proposition 65 in connection with the Notices and Complaint.

17 6.3. It is possible that other claims not known to the Parties, arising out of the facts alleged in
18 the Notices and Complaint, and relating to the Covered Products, will develop or be
19 discovered. Plaintiff on behalf of itself only, and Defendant on behalf of itself only,
20 acknowledge that this Consent Judgment is expressly intended to cover and include all such
21 claims up through and including the Effective Date, including all rights of action therefore.
22 Plaintiff and Defendant acknowledge that the claims released in Sections 6.1 and 6.2 above
23 may include unknown claims, and nevertheless waive California Civil Code section 1542
24 and any federal or state law of similar effect as to any such unknown claims. California
25 Civil Code section 1542 reads as follows:

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

7 6.4. Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge and
8 understand the significance and consequences of this specific waiver of California Civil
9 Code section 1542.

10 6.5. The Parties agree that compliance with the terms of this Consent Judgment shall constitute
11 compliance by any Released Party with Proposition 65 regarding alleged exposures to the
12 Listed Chemical in the Covered Products manufactured, purchased, distributed, or sold by
13 Plaintiff after the Compliance Date. This release shall not apply to any Distributor who
14 fails to provide an internet warning as required pursuant to paragraph 3.2.4.

15 6.6. **Public Benefit** It is the Parties' understanding that the commitments DEFENDANT has
16 agreed to herein, and actions to be taken by DEFENDANT under this Consent Judgment,
17 would confer a significant benefit to the general public, as set forth in Code of Civil
18 Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the
19 Parties that to the extent any other private party initiates an action alleging a violation of
20 Proposition 65 with respect to DEFENDANT's or Releasees' failure to provide a warning
21 concerning exposure to lead prior to use of the Products DEFENDANT has manufactured,
22 distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or
23 offer for sale in California, such private party action would not confer a significant benefit
24 on the general public as to those Products addressed in this Consent Judgment, provided
25 that DEFENDANT is in material compliance with this Consent Judgment

21 **7. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

22 7.1. In the event that any of the provisions of this Consent Judgment are held by a court to be
23 unenforceable, the validity of the remaining enforceable provisions shall not be adversely
24 affected.

1 **8. GOVERNING LAW**

2 8.1. The terms and conditions of this Consent Judgment shall be governed by and construed in
3 accordance with the laws of the State of California.

4 **9. MODIFICATION**

5 9.1. This Consent Judgment after its entry by the Court may be modified by stipulation of the
6 Parties with the approval of the Court or by an order of this Court on noticed motion by a
7 Party in accordance with law. Any Party seeking to modify this Consent Judgment must
8 notify the other Party in writing, and the Parties shall thereafter attempt in good faith to
9 meet and confer with the other Party prior to filing a motion to modify the Consent
10 Judgment. If the Parties are unable to resolve their dispute informally within sixty (60)
11 days after the date of the written notification, the Party that issued the written notification to
12 seek the modification may bring a motion or proceeding to seek judicial relief as to the
13 requested modification.

14 9.2. In any stipulated modification to the Consent Judgment, the Party requesting the
15 modification shall prepare the draft motion or application to modify the Consent Judgment.

16 9.3. Modification of Injunctive Relief – If regulations, legislation, or controlling judicial rulings
17 are enacted or issued, which affect the injunctive relief provisions of this Consent Judgment
18 at section 3.3, Defendant may thereafter seek to modify this Consent Judgment as to adopt
19 those injunctive terms and comply with them instead of those presently set forth in Section
20 3.3. If Defendant seeks to adopt different injunctive terms, it shall provide notice to
21 Plaintiff consistent with Section 9 of this Consent Judgment, and Plaintiff agrees to meet
22 and confer in accordance with that provision.

23 **10. PROVISION OF NOTICE**

24 10.1. All notices required to be given to either Party to this Consent Judgment by the other shall
25 be in writing and sent to the following agents listed below via both email and first-class
mail.

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For Plaintiff:

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For Defendant:

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Irvine, CA 92614
Tel: 949.255.6950
rlandis@grsm.com

11. EXECUTION AND COUNTERPARTS

11.1. This Consent Judgment may be executed in counterparts, which taken together shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as the original signature.

12. DRAFTING

12.1. The terms of this Consent Judgment have been reviewed by the respective counsel for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this Consent Judgment.

13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

13.1. If a dispute arises with respect to either Party's compliance with the terms of this Consent

1 Judgment, the Parties shall meet and confer in person, by telephone, and/or in writing, and
2 endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in
3 the absence of such a good faith attempt to resolve the dispute beforehand.

4 **14. ENTIRE AGREEMENT, AUTHORIZATION**

5 14.1. This Consent Judgment contains the sole and entire agreement and understanding of the
6 Parties with respect to the entire subject matter herein, and any and all prior discussions,
7 negotiations, commitments, and understandings related hereto. No representations, oral or
8 otherwise, express or implied, other than those contained herein have been made by any
9 Party. No other agreements, oral or otherwise, unless specifically referred to herein, shall
be deemed to exist or to bind any Party.

10 14.2. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
11 Party he or she represents to stipulate to this Consent Judgment.

12 **15. COURT APPROVAL**

13 15.1. Plaintiff shall file a motion seeking approval of this Consent Judgment pursuant to
14 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,
15 Plaintiff and Defendant waive their respective rights to a hearing or trial on the allegations
of the Complaint.

16 15.2. The Parties shall make all reasonable efforts possible to have the Consent Judgment
17 approved by the Court. For purposes of this Section, “reasonable efforts” shall include, at
18 minimum, cooperating with the drafting and filing of the necessary moving papers, and
19 supporting the motion for judicial approval.

20 15.3. If this Consent Judgment is not approved in full by the Court, (a) this Consent Judgment
21 and any and all prior agreements between the Parties merged herein shall terminate and
22 become null and void, and the actions shall revert to the status that existed prior to the
23 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
24 thereof, or of the negotiation, documentation, or other part or aspect of the Parties’
25 settlement discussions, shall have any effect, nor shall any such matter be admissible in
evidence for any purpose in this Action, or in any other proceeding; and (c) the Parties

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agree to meet and confer to determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

16. DISMISSAL

16.1. Within ten (10) days of the Effective Date, Plaintiff shall dismiss without prejudice the claims in the Complaint as to the remaining Defendants.

17. SERVICE ON THE ATTORNEY GENERAL

17.1. Plaintiff shall serve a copy of this Consent Judgment, signed by the parties, on the California Attorney General so that the Attorney General may review this Consent Judgment prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has received the aforementioned copy of this Consent Judgment, and in the absence of any written objection by the Attorney General to the terms of this Consent Judgment, may the Court approve this Consent Judgment.

18. ATTORNEY FEES

18.1. Except as specifically provided in section 4.2.2 and 5.5, each party shall bear its own costs and attorney fees in connection with this action.

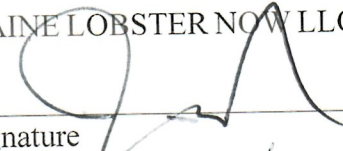
19. RETENTION OF JURISDICTION

19.1. This Court shall retain jurisdiction of this matter to implement, enforce, or modify the Consent Judgment under Code of Civil Procedure § 664.6.

IT IS SO STIPULATED:

Dated: Dec 11, 2023

MAINE LOBSTER NOW LLC



Signature

Julian Klonek

Printed Name

CEO

Title

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Dated: 12.17, 2023

THE CHEMICAL TOXIN WORKING
GROUP INC., doing business as HEALTHY
LIVING FOUNDATION INC

David Steinman
Signature

DAVID Steinman
Printed Name

CEO
Title

ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Judge of the Superior Court

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EXHIBIT A
Notice to Resellers

This is to notify you that Maine Lobster Now LLC. (“Maine Lobster”) has entered into a settlement with The Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc. regarding alleged violations of California Health and Safety Code §§ 25246.5 et seq. (“Proposition 65”) regarding:

- (1) **Maine Lobster Now Marshall Cove Maine Mussels Fresh (“Marshall Cove Mussels”);**
- (2) **Maine Lobster Now Steamer Clams Fresh (“Steamer Clams”);**
- (3) **Maine Lobster Now Bangs Island Maine Mussels (“Bangs Island Mussels”);**
- (4) **Maine Lobster Now Gulf of Maine Steamer Clams (“Gulf of Maine Clams”), (each a “Covered Product,” or collectively, the “Covered Products”).**

Under the terms of this settlement, Maine Lobster is providing the following notice to you regarding the Covered Products.

For any Covered Product sold by you or your downstream distributors, customers, retailers (collectively “Purchaser(s)”) in or to California, you or the Purchaser **must provide a warning to a consumer** which meets the “Content Requirements” and “Method of Transmission” below:

Content Requirements:

The warning shall be in one of the following forms:

A) Option 1, Long-Form Warning:

WARNING: Consuming this product can expose you to chemicals including lead, which is 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.

B) Option 2, Short-Form Warning:

The font size of this short-form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for other consumer information (as defined in 27 Cal. Code Regs. § 25600.1(c) included on the label:

WARNING: [Cancer and] Reproductive Harm – www.P65Warnings.ca.gov/food

Method of Transmission:

The term “WARNING” shall be in bold and capitalized.

1 The warning statement shall be prominently displayed for the Covered Products (1) on the
2 label of the Covered Product, or (2) on a placard, shelf tag, or sign, provided that the
3 statement 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 prior to
sale.

4 The warning statement on the Covered Product’s label must be set off from other
5 surrounding information and enclosed in a text box.

6 If the warning statement is displayed on a placard, shelf tag, or sign where the Covered
7 Product is offered for sale in a physical store, the warning placard or sign must enable an
ordinary individual to determine which Covered Products the warning applies to.

8 Where the Covered Products’ sign, label, or shelf tag used to provide a warning includes
9 consumer information about a product in a language other than English, the warning must
also be provided in that language in addition to English.

10 For any Covered Product sold by you over the internet, the warning shall be prominently
11 displayed as follows: (a) on the primary display page for the Covered Product; (b) as a
12 clearly marked hyperlink using the word “WARNING” in all capital and bold letters on the
13 Covered Product’s primary display page; (c) on the checkout page or any other page in the
14 checkout process when a California delivery address is indicated for any purchase of any
15 Covered Product and with the warning clearly associated with the Covered Product to
16 indicate that the product is subject to the warning; or (d) by otherwise prominently displaying
the warning to the purchaser prior to completing the purchase. If the warning is provided
using the short-form warning label content pursuant to Section (B) above, the warning
provided on the website may use the same content. For your internet/online sales, in addition
to the online warning described above, you must also ensure a warning meeting the
requirements of Section (A) or (B) above appears on the label or packaging of the Covered
Product.

17 Confirmation of receipt:

18 You must confirm receipt of this notice within 30 days of receiving it by filling in the requested
19 information below and returning a signed copy to [insert email address] to acknowledge that you have
received this notice and that the warnings will be posted in accordance with these specifications.

20 Acknowledged by:

21 _____ (Signature)

22 _____ (Print Name)

23 _____ (Company)

24 _____ (Date)

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