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The Chemical Toxin Working Group Inc. doing  
business as Healthy Living Foundation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ALAMEDA**

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

Plaintiff,

vs.

DULCICH, INC. dba PACIFIC SEAFOOD  
GROUP, an Oregon corporation;  
PENN COVE SHELLFISH L.L.C., a  
Washington limited liability company;  
AMAZON.COM, INC. a Delaware  
corporation;  
AMAZON.COM SERVICES LLC a Delaware  
limited liability company;  
and DOES 1-100,

Defendants.

CASE NO. 23CV032035

**[PROPOSED] CONSENT JUDGMENT**

[Assigned for All Purposes to the Hon. Jenna  
Whitman, Dept. 25]

Complaint: April 27, 2025

**1. INTRODUCTION**

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

1.2. It is alleged that Defendant has distributed and/or sold the Covered Product(s).

1.3. On August 19, 2022, Plaintiff served a 60-day notice of violation of Proposition 65 on the California Attorney General, the District Attorneys of every county in California, the City Attorneys of every California city with a population greater than 750,000, and to Defendant, alleging that Defendant violated Proposition 65 by exposing persons in California to the Listed Chemicals in Amazon Fresh Black Mussels, Farm Raised, UPC 027241700260, without first providing a clear and reasonable Proposition 65 warning (the “Notice”). The Notice is designated with Attorney General number 2022-01886. No designated governmental entity has filed a complaint against Defendant with regard to the alleged violations.

1.4. For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, 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 Notice with respect to Covered Products manufactured, distributed, and/or sold by or on behalf of Defendant. Additionally, for purposes of this Consent Judgment, Defendant is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

1.5. Defendant denies the allegations in the Notice and Complaint, and nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise

and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this action.

## **2. DEFINITIONS**

2.1. The “Complaint” means the complaint filed on April 27, 2023 in the above captioned matter.

2.2. The “Covered Product(s)” means the following products sold or supplied by the Defendant: Amazon Fresh Black Mussels, Farm Raised, UPC 027241700260.

2.3. “Listed Chemicals” means lead, lead compounds and cadmium.

2.4. The “Effective Date” means the date on which the Court signs and enters this Consent Judgment.

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

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

2.7. “Reasonably Foreseeable” means that a reasonable inquiry would have revealed to the Defendant that a Distributor could sell Covered Products to California. Some, but not all examples of such circumstances include: where the Distributor sells products online/over the internet, telephone, telephone applications, or mail-order; maintains or intends to maintain storage, warehouse(s), brick-and-mortar retail establishment(s) located in California.

2.8. The term "Distributing into the State of California" or “Distributes into the State of California” shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a Distributor that Defendant knows sells the Covered Product into California, or for whom it is Reasonably Foreseeable that Distributor may sell Covered Product in California.

## **3. INJUNCTIVE RELIEF**

3.1. Any Covered Products that Defendant may Distribute into the State of California after the Compliance Date shall either (1) comply with the warning requirements of

Section 3.2, or (2) meet the reformulation requirements under Section 3.3.

### 3.2. Warnings

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

#### A) Option 1 A, 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, and to cadmium, which is known to the State of California to cause birth defects or other reproductive harm. For more information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

#### B) Option 1 B, 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](http://www.P65Warnings.ca.gov/food).

#### B) Option 2, Short-Form Warning that can be used for products manufactured and labeled prior to January 1, 2028:

The Option 2 Short-Form Warning can be used for products manufactured and labeled prior to January 1, 2028.

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](http://www.P65Warnings.ca.gov/food)

#### C) Option 3, Short -Form Warning compliant after January 1, 2025:

WARNING: “Risk of cancer and reproductive harm from exposure to lead and risk of reproductive harm from exposure to cadmium. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).”

The Option 3 Short-Form Warning can be used before and/or after January 1, 2028.

### 3.2.2. Warning Method of Transmission

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

1                   3.2.2.2.       The warning statement shall be prominently displayed for  
2 the Covered Products (1) on the label of the Covered Product, or (2) on a posted  
3 sign, shelf tag, or shelf sign, provided that the statement is displayed with such  
4 conspicuousness, as compared with other words, statements, or designs as to  
5 render it likely to be read and understood by an ordinary individual prior to sale.

6                   3.2.2.3.       The warning statement on the Covered Product's label  
7 must be set off from other surrounding information and enclosed in a text box.

8                   3.2.2.4.       If the warning statement is displayed on a placard, shelf  
9 tag, or sign where the Covered Product is offered for sale in a physical store, the  
10 warning placard or sign must enable an ordinary individual to determine which  
11 Covered Products the warning applies to.

12                  3.2.2.5.       Where the Covered Products' sign or label used to  
13 provide a warning includes consumer information about a product in a language  
14 other than English, the warning must also be provided in that language in  
15 addition to English.

16                  3.2.2.6.       For any Covered Product sold by Defendant over the  
17 internet, a warning shall be prominently displayed as follows: (a) on the primary  
18 display page for the Covered Product; (b) as a clearly marked hyperlink using  
19 the word "WARNING" in all capital and bold letters on the Covered Product's  
20 primary display page; (c) on the checkout page or any other page in the checkout  
21 process when a California delivery address is indicated for any purchase of any  
22 Covered Product and with the warning clearly associated with the Covered  
23 Product to indicate that the product is subject to the warning; or (d) by otherwise  
24 prominently displaying the warning to the purchaser prior to completing the  
25 purchase. If the warning is provided using the short-form warning label content  
26 pursuant to Section 3.2.1.B above, the warning provided on the website may use  
27 the same content. For Defendant's internet/online sales, in addition to the online  
28

warning described above, Defendant must also ensure a warning meeting the requirements of Section 3.2.1(A) appears on the label or packaging of the Covered Product.

### **3.3. Reformulated Covered Products; Testing**

3.3.1. Beginning as of the Compliance Date, Defendant shall not sell in the State of California, or "Distribute into the State of California," any Covered Product that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day or a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per day, unless it meets the warning requirements under Section 3.2 above.

3.3.2. Daily Lead or Cadmium Exposure Level: For purposes of this Consent Judgment only, the "Daily Lead Exposure Level" and "Daily Cadmium Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of each of the Listed Chemicals per gram of product, multiplied by 110 grams of product per serving of the product, multiplied by servings of the product per day, which equals micrograms of the Listed Chemicals exposure per day.

3.3.3. For purposes of determining if a warning is required pursuant to Section 3.2 only, the highest concentration of each of the Listed Chemicals of three (3) samples of the Covered Products randomly selected from different lot numbers by Defendant (or from as many lots as are available 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.

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 testing for the Listed Chemicals 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.

3.3.7. 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.

3.4. **Compliance.** Notwithstanding the foregoing, the Parties agree that Defendant shall be deemed to be in compliance with this Consent Judgment by providing the warning of § 3.2 of this Consent Judgment after the Effective Date. If OEHHA regulations require or permit specific safe harbor warning text and/or methods of transmission different than those set forth above, or promulgates one or more regulations requiring, permitting or establishing warning text and/or methods of transmission applicable to the chemicals at issue and product type at issue here, different than those set forth above; if regulations, legislation, or controlling judicial rulings are enacted or issued providing that a Proposition 65 warning for the Covered Products is no longer required, Defendant may seek modification of this Agreement accordingly, per § 9 of this Agreement. Plaintiff retains the right to enforce this Agreement as relates to such new requirements.

1 **4. SETTLEMENT PAYMENT**

2 4.1. Total Settlement Amount: Within ten (10) calendar days of the Effective Date,  
3 Defendant shall make a total payment of \$ 312,000.00 (“Total Settlement Amount”) in full  
4 satisfaction of all potential civil penalties, additional settlement payments, attorney’s fees and  
5 costs (including, but not limited to, fees and costs incurred by attorneys, experts, and  
6 investigators), pursuant to Section 4.3 as indicated below.

7 4.2. Allocation: The Total Settlement Amount shall be apportioned and paid by  
8 Defendant as follows:

9 4.2.1. Civil Penalty. \$ 61,700 shall be considered a civil penalty pursuant to  
10 California Health and Safety Code section 25249.7(b)(1), of which Plaintiff shall remit  
11 seventy-five percent (75%), to the “Safe Drinking Water and Toxic Enforcement Fund”  
12 managed by the State of California’s Office of Environmental Health Hazard  
13 Assessment. Plaintiff shall retain twenty-five percent (25%) of the civil penalty  
14 pursuant to California Health and Safety Code section 25249.12(d).

15 4.2.2. Additional Settlement Payment. \$ 46,275 shall be distributed to Plaintiff  
16 as an Additional Settlement Payment (“ASP”), pursuant to California Code of  
17 Regulations, title 11, sections 3203, subdivision (d) and 3204. Plaintiff will use this  
18 payment as follows: Eighty percent (80%) for fees of investigation, purchasing and  
19 testing for Proposition 65 listed chemicals in various products, and for expert fees for  
20 evaluating exposures through various mediums, including but not limited to consumer  
21 product, occupational, and environmental exposures to Proposition 65 listed chemicals,  
22 and the cost of hiring consulting and retaining experts who assist with the extensive  
23 scientific analysis necessary for those files in litigation and to offset the costs of future  
24 litigation enforcing Proposition 65 but excluding attorney fees; for publishing  
25 periodicals and other medias regarding public awareness about the issue of  
26 environmental pollution and presence of Proposition 65 chemicals in the environment  
27 and consumer products; donations and supplies, including but not limited to, water



1 filters and air filters for public schools and communities, to regions impoverished by  
2 industrial pollution. And twenty percent (20%) for administrative costs incurred during  
3 investigation and litigation to reduce the public's exposure to Proposition 65 listed  
4 chemicals by notifying those persons and/or entities believed to be responsible for such  
5 exposures and attempting to persuade those persons and/or entities to reformulate their  
6 products or the source of exposure to completely eliminate or lower the level of  
7 Proposition 65 listed chemicals including but not limited to costs of documentation and  
8 tracking of products investigated, storage of products, website enhancement and  
9 maintenance, computer and software maintenance, investigative equipment, Plaintiff's  
10 member's time for work done on investigations, office supplies, mailing supplies,  
11 service, and postage. Within 30 days of a request from the Attorney General, Plaintiff  
12 shall provide to the Attorney General copies of documentation demonstrating how the  
13 above funds have been spent. Plaintiff shall be solely responsible for ensuring the  
14 proper expenditure of such additional settlement payment.

15 4.2.3. Attorneys' Fees. Defendant shall pay \$ 204,025.00 to "Poulsen Law  
16 P.C." (herein "Poulsen Law") as reimbursement of Plaintiff's attorney's fees costs  
17 (including but not limited to expert and investigative costs) incurred in bringing this  
18 action.

#### 19 **4.3. Delivery of Payment**

20 4.3.1. Defendant shall pay the Total Settlement Amount by wire transfer to  
21 Plaintiff counsel's escrow account, for which Plaintiff's counsel will give Defendant the  
22 necessary account information.

23 4.3.2. Plaintiff shall be solely responsible for allocating the Total Settlement  
24 Amount pursuant to Section 4. Upon request, Plaintiff or its legal counsel shall supply  
25 Defendant with a completed W-9 form.

### 26 **5. ENFORCEMENT**

27 5.1. The Parties agree that any legal action to enforce this Consent Judgment shall be  
28

brought in Alameda County Superior Court. The Parties agree that Alameda 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 Alameda 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

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.

1           5.3.3. Plaintiff shall take no further action to enforce the alleged violation(s) of  
2           this Consent Judgment if the documentation called for in this section satisfies the  
3           requirements of Sections 5.3.1 or 5.3.2 above.

4           5.4.     After thirty (30) days pass from the date Plaintiff serves an NOV, if a dispute  
5           remains as to compliance with the terms and conditions of this Consent Judgment, the Parties  
6           shall meet and confer pursuant to Section 13 below to resolve the matter for a period of no less  
7           than an additional thirty (30) days during which time Defendant may cure any purported  
8           deficiency and if completed within that time then Plaintiff may not proceed with any further  
9           action and Plaintiff shall not claim or request any additional fees, costs or penalties. Should the  
10          purported deficiency not be cured, then after the additional thirty (30) days, Plaintiff may take  
11          any further legal action to enforce this Consent Judgment.

12          5.5.     In any proceeding brought by either Party to enforce this Consent Judgment, the  
13          prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

14          **6. BINDING EFFECT; CLAIMS COVERED AND RELEASED**

15          6.1.     This Consent Judgment is a full, final, and binding resolution between Plaintiff,  
16          on behalf of itself and in the public interest, and its respective principals, officers, directors,  
17          employees, parents, subsidiaries, executors, administrators, successors, and assigns, on the one  
18          hand, and Defendant, on behalf of itself, and its respective owners, principals, shareholders,  
19          officers, directors, employees, parent companies, subsidiaries, heirs, executors, divisions,  
20          administrators, predecessors, successors and assigns, on the other, of any alleged violation of  
21          Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings  
22          up through the Effective Date for exposure to the Listed Chemicals from the import,  
23          manufacturing, marketing, distribution, sale or offering for sale, handling, use or consumption  
24          of the Covered Products, and fully resolves all claims that have been asserted or could have  
25          been asserted based on the Notice and in the Complaint, for failure to provide Proposition 65  
26          warnings. Plaintiff hereby releases, waives all claims against, and discharges Defendant,  
27          Pacific Seafood Group, Penn Cove Shellfish, LLC, Amazon.com, Inc., Amazon.com Services  
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1 LLC, Amazon Retail LLC, and Prime Now LLC, and each of their respective owners,  
2 principals, shareholders, officers, directors, employees, parent companies, subsidiaries,  
3 suppliers, franchisees, licensees, customers, distributors, wholesalers, retailers and any of  
4 Defendant's suppliers only for ingredients or components used by Defendant to make the  
5 Covered Products, downstream entities in the distribution chain for the Covered Products and  
6 the predecessors, successors and assigns of any of them (collectively, "Released Parties"), for  
7 any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,  
8 fees, costs and expenses related to any alleged violation of Proposition 65 arising from any  
9 failure to provide Proposition 65 warnings for the Listed Chemicals for the Covered Products  
10 up through the Effective Date.

11 6.2. Plaintiff, on its own behalf only, on the one hand, and Defendant, on its own  
12 behalf only, on the other hand, further waive and release any and all claims they may have  
13 against each other or the Released Parties for all actions or statements made or undertaken in  
14 the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice  
15 and Complaint.

16 6.3. It is possible that other claims not known to the Parties, arising out of the facts  
17 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be  
18 discovered. Plaintiff on behalf of itself only, and Defendant on behalf of itself only,  
19 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
20 claims up through and including the Effective Date, including all rights of action therefore.  
21 Plaintiff and Defendant acknowledge that the claims released in Sections 6.1 and 6.2 above  
22 may include unknown claims, and nevertheless waive California Civil Code section 1542 and  
23 any federal or state law of similar effect as to any such unknown claims. California Civil Code  
24 section 1542 reads as follows:

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

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
2 DEBTOR OR RELEASED PARTY.

3 6.4. Plaintiff on behalf of itself only, and Defendant on behalf of itself only,  
4 acknowledge and understand the significance and consequences of this specific waiver of  
5 California Civil Code section 1542.

6 6.5. The Parties agree that compliance with the terms of this Consent Judgment shall  
7 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures  
8 to the Listed Chemicals in the Covered Products manufactured, purchased, distributed, or sold  
9 by Plaintiff after the Compliance Date.

## 10 **7. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

11 7.1. In the event that any of the provisions of this Consent Judgment are held by a  
12 court to be unenforceable, the validity of the remaining enforceable provisions shall not be  
13 adversely affected.

## 14 **8. GOVERNING LAW**

15 8.1. The terms and conditions of this Consent Judgment shall be governed by and  
16 construed in accordance with the laws of the State of California.

## 17 **9. MODIFICATION**

18 9.1. This Consent Judgment after its entry by the Court may be modified by  
19 stipulation of the Parties with the approval of the Court or by an order of this Court on noticed  
20 motion by a Party in accordance with law. Any Party seeking to modify this Consent Judgment  
21 must notify the other Party in writing, and the Parties shall thereafter attempt in good faith to  
22 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.  
23 If the Parties are unable to resolve their dispute informally within sixty (60) days after the date  
24 of the written notification, the Party that issued the written notification to seek the modification  
25 may bring a motion or proceeding to seek judicial relief as to the requested modification.

26 9.2. In any stipulated modification to the Consent Judgment, the Party requesting the  
27 modification shall prepare the draft motion or application to modify the Consent Judgment.

1           9.3.    Modification of Injunctive Relief – If regulations, legislation, or controlling  
2 judicial rulings are enacted or issued, which affect the injunctive relief provisions of this  
3 Consent Judgment at section 3.3, Defendant may thereafter seek to modify this Consent  
4 Judgment as to adopt those injunctive terms and comply with them instead of those presently  
5 set forth in Section 3.3. If Defendant seeks to adopt different injunctive terms, it shall provide  
6 notice to Plaintiff consistent with Section 9 of this Consent Judgment, and Plaintiff agrees to  
7 meet and confer in accordance with that provision.

8 **10. PROVISION OF NOTICE**

9           10.1.   All notices required to be given to either Party to this Consent Judgment by the  
10 other shall be in writing and sent to the following agents listed below via both email and first-  
11 class mail.

12           For Plaintiff:

13           Aida Poulsen  
14           Poulsen Law P.C.  
15           15303 Ventura Blvd., 9th Floor  
16           Sherman Oaks, CA 91403  
17           Email: contact@poulsenlaw.org

18           For Defendant:

19           Eric Mills  
20           Pacific Seafood  
21           16797 SE 130th Avenue  
22           Clackamas, OR 97015  
23           Email: emills@pacificseafood.com

24           With a copy to:

25           Kerry Shea, Esq.  
26           Davis Wright Tremaine LLP  
27           50 California Street, 23rd Floor,  
28           San Francisco, CA 94111  
              Email: kerryshea@dwt.com

1 **11. EXECUTION AND COUNTERPARTS**

2 11.1. This Consent Judgment may be executed in counterparts, which taken together  
3 shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to  
4 be as valid as the original signature.

5 **12. DRAFTING**

6 12.1. The terms of this Consent Judgment have been reviewed by the respective  
7 counsel for each Party prior to its signing, and each Party has had an opportunity to fully  
8 discuss the terms and conditions with legal counsel. The Parties agree that, in any subsequent  
9 interpretation and construction of this Consent Judgment, no inference, assumption, or  
10 presumption shall be drawn, and no provision of this Consent Judgment shall be construed  
11 against any Party, based on the fact that one of the Parties and/or one of the Parties' legal  
12 counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively  
13 presumed that all of the Parties participated equally in the preparation and drafting of this  
14 Consent Judgment.

15 **13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

16 13.1. If a dispute arises with respect to either Party's compliance with the terms of this  
17 Consent Judgment, the Parties shall meet and confer in person, by telephone, and/or in writing,  
18 and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in  
19 the absence of such a good faith attempt to resolve the dispute beforehand.

20 **14. ENTIRE AGREEMENT, AUTHORIZATION**

21 14.1. This Consent Judgment contains the sole and entire agreement and  
22 understanding of the Parties with respect to the entire subject matter herein, and any and all  
23 prior discussions, negotiations, commitments, and understandings related hereto. No  
24 representations, oral or otherwise, express or implied, other than those contained herein have  
25 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
26 herein, shall be deemed to exist or to bind any Party.

27 14.2. Each signatory to this Consent Judgment certifies that he or she is fully  
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1 authorized by the Party he or she represents to stipulate to this Consent Judgment.

2 **15. COURT APPROVAL**

3 15.1. Plaintiff shall file a motion seeking approval of this Consent Judgment pursuant  
4 to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,  
5 Plaintiff and Defendant waive their respective rights to a hearing or trial on the allegations of  
6 the Complaint.

7 15.2. The Parties shall make all reasonable efforts possible to have the Consent  
8 Judgment approved by the Court. For purposes of this Section, “reasonable efforts” shall  
9 include, at minimum, cooperating with the drafting and filing of the necessary moving papers,  
10 and supporting the motion for judicial approval.

11 15.3. If this Consent Judgment is not approved in full by the Court, (a) this Consent  
12 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
13 and become null and void, and the actions shall revert to the status that existed prior to the  
14 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
15 thereof, or of the negotiation, documentation, or other part or aspect of the Parties’ settlement  
16 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
17 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer  
18 to determine whether to modify the terms of the Consent Judgment and to resubmit it for  
19 approval.

20 **16. SERVICE ON THE ATTORNEY GENERAL**

21 16.1. Plaintiff shall serve a copy of this Consent Judgment, signed by the parties, on  
22 the California Attorney General so that the Attorney General may review this Consent  
23 Judgment prior to its approval by the Court. No sooner than forty-five (45) days after the  
24 Attorney General has received the aforementioned copy of this Consent Judgment, and in the  
25 absence of any written objection by the Attorney General to the terms of this Consent  
26 Judgment, may the Court approve this Consent Judgment.

27 **17. ATTORNEY FEES**



1 17.1. Except as specifically provided in section 4.2.3 and 5.5, each party shall bear its  
2 own costs and attorney fees in connection with this action.

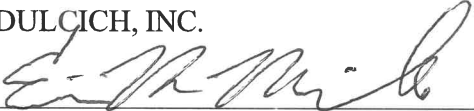
3 **18. RETENTION OF JURISDICTION**

4 18.1. This Court shall retain jurisdiction of this matter to implement, enforce, or  
5 modify the Consent Judgment under Code of Civil Procedure § 664.6.

6 **IT IS SO STIPULATED:**

7 Dated: 11/24, 2025

DULCICH, INC.

8   
9 Signature

10 ERIC MILLS

11 Printed Name

12 GENERAL COUNSEL

Title

13 Dated: 11/25/25, 2025

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

17   
18 Signature

19 David Steinman

20 Printed Name

21 Chief Officer

22 Title

23 **ORDER AND JUDGMENT**

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

26 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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

2 Judge of the Superior Court