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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

SAMUELS AND SON SEAFOOD CO., INC. a  
Pennsylvania corporation; et al.,

Defendants.

CASE NO. 23STCV19516

**FIRST AMENDED [PROPOSED]  
CONSENT JUDGMENT**

[Assigned for All Purposes to the Hon. Elaine  
Lu, Dept. 26]

Complaint: August 15, 2023

**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 Samuels and Son Seafood Co., 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 Products.

1.3. On November 11, 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

1 Attorneys of every California city with a population greater than 750,000, and to Defendant, alleging  
2 that Defendant violated Proposition 65 by exposing persons in California to the Listed Chemicals in  
3 (1) Blue Point Oysters from United States by GourmetFoodStore.com (2) Emerald Cove Oysters  
4 from Canada by GourmetFoodStore.com, (3) Holy Grail Oysters from United States by  
5 GourmetFoodStore.com, and (4) James River Oysters from United States by GourmetFoodStore.com  
6 without first providing a clear and reasonable Proposition 65 warning (the "Notice"). The Notice is  
7 designated with Attorney General number 2022-02729. No designated governmental entity has filed  
8 a complaint against Defendant with regard to the (1) Blue Point Oysters from United States by  
9 GourmetFoodStore.com (2) Emerald Cove Oysters from Canada by GourmetFoodStore.com, (3)  
10 Holy Grail Oysters from United States by GourmetFoodStore.com, and/or (4) James River Oysters  
11 from United States by GourmetFoodStore.com for the alleged violations.

12 1.4. For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
13 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction  
14 over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Los  
15 Angeles, and that this Court has jurisdiction to enter and enforce this Consent Judgment as a full and  
16 final resolution of all claims which were or could have been raised in the Complaint based on the  
17 facts alleged therein and in the Notice with respect to Covered Products manufactured, distributed,  
18 and/or sold by or on behalf of Defendant. Additionally, for purposes of this Consent Judgment,  
19 Defendant is deemed a person in the course of doing business in California and subject to the  
20 provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &  
21 Safety Code §§ 25249.6 et seq. ("Proposition 65").

22 1.5. Defendant denies the allegations in the Notice and Complaint, and nothing in this  
23 Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of  
24 law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or  
25 be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation  
26 of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy,  
27 argument, or defense the Parties may have in any other pending or future legal proceedings. This  
28 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 August 15, 2023 in the above-captioned matter.

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

2.2.1 Blue Point Oysters from United States by GourmetFoodStore.com;

2.2.2 Emerald Cove Oysters from Canada by GourmetFoodStore.com;

2.2.3 Holy Grail Oysters from United States by GourmetFoodStore.com; and

2.2.4 James River Oysters from United States by GourmetFoodStore.com.

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.

1           **3.     INJUNCTIVE RELIEF**

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

5           **3.2 Warnings**

6                 3.2.1   For Covered Products that require a Proposition 65 warning under this Consent  
7                         Judgment, the warning must follow these requirements:

8                 3.2.2   Warning Statement – The warning statement must comply with either Option 1,  
9                         2, or 3 below.

10            A) Option 1, Long-Form Warning:

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

14            B) Option 2, Short-Form Warning that can be used until January 1, 2028:

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

18                 **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

19                 The Option 2 Short-Form Warning can be used before January 1, 2028

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

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

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

24                 3.2.3   Warning Method of Transmission

25                         3.2.3.1         The term “WARNING” shall be in bold and capitalized.

26                         3.2.3.2         The warning statement shall be prominently displayed for the Covered Products  
27                                 (1) on the label of the Covered Product, or (2) on a posted sign, shelf tag, or shelf sign, provided that  
28

1 the statement is displayed with such conspicuousness, as compared with other words, statements, or  
2 designs as to render it likely to be read and understood by an ordinary individual prior to sale.

3 3.2.3.3 The warning statement on the Covered Product's label must be set off from other  
4 surrounding information and enclosed in a text box.

5 3.2.3.4 If the warning statement is displayed on a placard, shelf tag, or sign where the  
6 Covered Product is offered for sale in a physical store, the warning placard or sign must enable an  
7 ordinary individual to determine which Covered Products the warning applies to.

8 3.2.3.5 Where the Covered Products' sign or label used to provide a warning includes  
9 consumer information about a product in a language other than English, the warning must also be  
10 provided in that language in addition to English.

11 3.2.3.6 For any Covered Product sold by Defendant over the internet, a warning shall  
12 be prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a  
13 clearly marked hyperlink using the word "WARNING" in all capital and bold letters on the Covered  
14 Product's primary display page; (c) on the checkout page or any other page in the checkout process  
15 when a California delivery address is indicated for any purchase of any Covered Product and with the  
16 warning clearly associated with the Covered Product to indicate that the product is subject to the  
17 warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing  
18 the purchase. If the warning is provided using the short-form warning label content pursuant to Section  
19 3.2.2.B above, the warning provided on the website may use the same content. For Defendant's  
20 internet/online sales, in addition to the online warning described above, Defendant must also ensure a  
21 warning meeting the requirements of Section 3.2.2(A) appears on the label or packaging of the Covered  
22 Product.

23 3.2.3.7 Where a label contains a foreign language, the warning must also be provided in  
24 that language.

### 25 **3.3 Reformulated Covered Products; Testing**

26 3.3.1 Beginning as of the Compliance Date, Defendant shall not sell in the State of California,  
27 or "Distribute into the State of California," any Covered Product that exposes a person to a "Daily Lead  
28 Exposure Level" of more than 0.5 micrograms of lead per day or a "Daily Cadmium Exposure Level"

1 of more than 4.1 micrograms of cadmium per day, unless it meets the warning requirements under  
2 Section 3.2 above.

3 3.3.2 Daily Lead or Cadmium Exposure Level: For purposes of this Consent Judgment, the  
4 "Daily Lead Exposure Level" and "Daily Cadmium Exposure Level" shall be measured in micrograms,  
5 and shall be calculated using the following formula: micrograms of each of the Listed Chemicals per  
6 gram of product, multiplied by 110 grams of product per serving of the product,<sup>1</sup> multiplied by servings  
7 of the product per day, which equals micrograms of lead exposure per day.

8 3.3.3 For purposes of determining if a warning is required pursuant to Section 3.2, the average  
9 Listed Chemicals concentration of three (3) samples of the Covered Products randomly selected from  
10 different lot numbers by Defendant (or from as many lots as are available for testing if there are fewer  
11 than three (3)) will be determined. HLF reserves the right to test reformulated products and, if the  
12 results are violative of Section 3.3.1, assert any new claims that may arise, subject to the provisions of  
13 Section 5, for any Covered Products that are not properly labeled under Proposition 65.

14 3.3.4 All testing pursuant to this Consent Judgment shall be performed using a laboratory  
15 method that complies with the performance and quality control factors appropriate for the method used,  
16 including limit of detection, limit of quantification, accuracy, and precision and meets the following  
17 criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification  
18 of less than or equal to 0.010 mg/kg, or any other testing method subsequently agreed upon in writing  
19 by the Parties.

20 3.3.5 All testing pursuant to this Consent Judgment shall be performed by an independent  
21 third-party laboratory accredited to perform testing for the Listed Chemicals using the methodology in  
22 Section 3.3.4. Testing shall be performed prior to Defendant's first distribution into California or sale  
23 in California of any Covered Product produced or purchased by Defendant after the Compliance Date.,  
24 and testing shall continue at least once per year for two consecutive years after the Compliance Date.

25 3.3.6 The requirements of Section 3.3 do not apply to any of the Covered Products for which  
26 Defendant has provided a warning as specified in Section 3.2.

27  
28 <sup>1</sup> U.S. Food and Drug Administration, *Reference Amounts Customarily Consumed: List of Products* (2016), at 21.  
Available at <https://www.fda.gov/media/102587/download>.

1           3.3.7 For any Covered Products that Defendant has currently in its possession and control as  
2 of the Effective Date that do not meet the requirements of Section 3.3.1, Defendant shall not Distribute  
3 into the State of California these Covered Products, unless they contain a warning pursuant to Section  
4 3.2.

5           **3.4 Compliance.** Notwithstanding the foregoing, the Parties agree that Defendant shall be  
6 deemed to be in compliance with this Consent Judgment by either providing the warning of §3.2 of  
7 this Consent Judgment after the Effective Date. If OEHHA regulations require or permit specific safe  
8 harbor warning text and/or methods of transmission different than those set forth above, or  
9 promulgates one or more regulations requiring, permitting or establishing warning text and/or  
10 methods of transmission applicable to the chemicals at issue and product type at issue here, different  
11 than those set forth above; or if regulations, legislation, or controlling judicial rulings are enacted or  
12 issued providing that a Proposition 65 warning for the Covered Products is no longer required,  
13 Defendant may seek modification of this Agreement accordingly, per § 9 of this Agreement. Plaintiff  
14 retains the right to enforce this Agreement as relates to such new requirements.

#### 14           **4. SETTLEMENT PAYMENT**

15           **4.1 Total Settlement Amount:** Within ten (10) calendar days of the Effective Date,  
16 Defendant shall make a total payment of \$135,000.00 ("Total Settlement Amount") in full  
17 satisfaction of all potential civil penalties, additional settlement payments, attorney's fees and costs  
18 (including, but not limited to, fees and costs incurred by attorneys, experts, and investigators),  
19 pursuant to Section 4.3 as indicated below.

20           **4.2 Allocation:** The Total Settlement Amount shall be apportioned and paid by  
21 Defendant as follows:

22           **4.2.1 Civil Penalty.** \$25,850 shall be considered a civil penalty pursuant to California Health  
23 and Safety Code section 25249.7(b)(1), of which Plaintiff shall remit seventy-five percent (75%), to  
24 the "Safe Drinking Water and Toxic Enforcement Fund" managed by the State of California's Office  
25 of Environmental Health Hazard Assessment. Plaintiff shall retain twenty-five percent (25%) of the  
26 civil penalty pursuant to California Health and Safety Code section 25249.12(d).

27           **4.2.2 Additional Settlement Payment.** \$19,380 shall be distributed to Plaintiff as an  
28 Additional Settlement Payment ("ASP"), pursuant to California Code of Regulations, title 11, sections

1 3203, subdivision (d) and 3204. Plaintiff will use this payment as follows: Eighty percent (80%) for  
2 fees of investigation, purchasing and testing for Proposition 65 listed chemicals in various products,  
3 and for expert fees for evaluating exposures through various mediums, including but not limited to  
4 consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals, and  
5 the cost of hiring consulting and retaining experts who assist with the extensive scientific analysis  
6 necessary for those files in litigation and to offset the costs of future litigation enforcing Proposition  
7 65 but excluding attorney fees; for publishing periodicals and other medias regarding public awareness  
8 about the issue of environmental pollution and presence of Proposition 65 chemicals in the  
9 environment and consumer products; donations and supplies, including but not limited to, water filters  
10 and air filters for public schools and communities, to regions impoverished by industrial pollution.  
11 And twenty percent (20%) for administrative costs incurred during investigation and litigation to  
12 reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or  
13 entities believed to be responsible for such exposures and attempting to persuade those persons and/or  
14 entities to reformulate their products or the source of exposure to completely eliminate or lower the  
15 level of Proposition 65 listed chemicals including but not limited to costs of documentation and  
16 tracking of products investigated, storage of products, website enhancement and maintenance,  
17 computer and software maintenance, investigative equipment, Plaintiff's member's time for work  
18 done on investigations, office supplies, mailing supplies, service, and postage. Within 30 days of a  
19 request from the Attorney General, Plaintiff shall provide to the Attorney General copies of  
20 documentation demonstrating how the above funds have been spent. Plaintiff shall be solely  
21 responsible for ensuring the proper expenditure of such additional settlement payment.

22 4.2.3 Attorneys' Fees. Defendant shall pay \$89,770 to "Poulsen Law P.C." (herein "Poulsen  
23 Law") as reimbursement of Plaintiff's attorney's fees and costs (including but not limited to expert  
24 and investigative costs) incurred in bringing this action.

25 **4.3 Delivery of Payment**

26 4.3.1 Defendant shall pay the Total Settlement Amount by wire transfer to Plaintiff counsel's  
27 escrow account, for which Plaintiff's counsel will give Defendant the necessary account information.  
28



1           4.3.2 Plaintiff shall be solely responsible for allocating the Total Settlement Amount pursuant  
2 to Section 4. Upon request, Plaintiff or its legal counsel shall supply Defendant with a completed W-  
3 9 form.

4           **5.           ENFORCEMENT**

5           5.1 The Parties agree that any legal action to enforce this Consent Judgment shall be  
6 brought in Los Angeles County Superior Court. The Parties agree that Los Angeles County Superior  
7 Court has subject matter jurisdiction over the enforcement of this Consent Judgment and personal  
8 jurisdiction over Defendant, and that venue is proper in Los Angeles County. The Plaintiff and  
9 Defendant have the exclusive right to enforce the terms of the Consent Judgment. They may enforce  
10 any of the terms and conditions of this Consent Judgment only after that Party first provides thirty  
11 (30) days notice identifying a material noncompliance with the terms and conditions of this Consent  
12 Judgment and attempts to resolve such Party's failure to comply in a good faith manner.

13 Notwithstanding the immediately preceding sentence, Plaintiff may bring a motion or an action to  
14 enforce any breach of the settlement payment terms in Section 4 upon five (5) business days written  
15 notice by Plaintiff to the Defendant.

16           5.2 Prior to bringing any motion, order to show cause, or other proceeding to enforce the  
17 terms of this Consent Judgment other than for failure to make payment, Plaintiff shall serve a Notice  
18 of Violation ("NOV") to the Defendant via electronic mail to the Parties identified in Section 10. The  
19 NOV shall include for the Covered Product(s): the date(s) the alleged violation(s) was observed and  
20 the location at which the Covered Products were offered for sale and shall be accompanied by all test  
21 data obtained by Plaintiff regarding the Covered Products, and any other evidence or support for the  
22 allegations in the NOV.

23           5.3 Defendant shall, within thirty (30) days following service of such NOV, provide  
24 Plaintiff with documentation that meets one of the following conditions:

25           5.3.1 The Covered Products were shipped by Defendant for sale in California before the  
26 Compliance Date or are otherwise exempt, or

27           5.3.2 Since receiving the NOV, Defendant has taken corrective action by either (i) requesting,  
28 in writing, with receipt confirmation, that its customers or stores in California, as applicable, remove

1 the Covered Products identified in the NOV from sale in California and destroy or return the identified  
2 Covered Products to Defendant or vendor, as applicable, or (ii) providing a clear and reasonable  
3 warning for the Covered Products identified in the NOV pursuant to Section 3 above.

4 5.3.3 Plaintiff shall take no further action to enforce the alleged violation(s) of this Consent  
5 Judgment if the documentation called for in this section satisfies the requirements of Sections 5.3.1 or  
6 5.3.2 above.

7 5.4 After thirty (30) days pass from the date Plaintiff serves an NOV, if a dispute remains  
8 as to compliance with the terms and conditions of this Consent Judgment, the Parties shall meet and  
9 confer pursuant to Section 13.1 below to resolve the matter for a period of no less than an additional  
10 thirty (30) days during which time Defendant may cure any purported deficiency and if completed  
11 within that time then Plaintiff may not proceed with any further action and Plaintiff shall not claim or  
12 request any additional fees, costs or penalties. Should the purported deficiency not be cured, then  
13 after the additional thirty (30) days, Plaintiff may take any further legal action to enforce this Consent  
14 Judgment.

15 5.5 In any proceeding brought by either Party to enforce this Consent Judgment, the  
16 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

18 6.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff, on  
19 behalf of itself and in the public interest, and its respective principals, officers, directors, employees,  
20 parents, subsidiaries, executors, administrators, successors, and assigns, on the one hand, and  
21 Defendant, on behalf of itself, and its respective owners, principals, shareholders, officers, directors,  
22 employees, parent companies, subsidiaries, heirs, executors, divisions, administrators, predecessors,  
23 successors and assigns, on the other, of any alleged violation of Proposition 65 or its implementing  
24 regulations for failure to provide Proposition 65 warnings up through the Effective Date for exposure  
25 to the Listed Chemicals from the import, manufacturing, marketing, distribution, sale or offering for  
26 sale, handling, use or consumption of the Covered Products, and fully resolves all claims that have  
27 been asserted or could have been asserted based on the Notice and in the Complaint, for failure to  
28 provide Proposition 65 warnings. Plaintiff hereby releases, waives all claims against, and discharges

1 Defendant, its respective owners, principals, shareholders, officers, directors, employees, parent  
2 companies, subsidiaries, suppliers, franchisees, licensees, customers, distributors, wholesalers,  
3 retailers and any of Defendant's suppliers only for ingredients or components used by Defendant to  
4 make the Covered Products, downstream entities in the distribution chain for the Covered Products  
5 and the predecessors, successors and assigns of any of them (collectively, "Released Parties"), for  
6 any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees,  
7 costs and expenses related to any alleged violation of Proposition 65 arising from any failure to  
8 provide Proposition 65 warnings for the Listed Chemicals for the Covered Products up through the  
9 Effective Date.

10 6.2 Plaintiff, on its own behalf only, on the one hand, and Defendant, on its own behalf  
11 only, on the other hand, further waive and release any and all claims they may have against each other  
12 for all actions or statements made or undertaken in the course of seeking or opposing enforcement of  
13 Proposition 65 in connection with the Notice and Complaint.

14 6.3 It is possible that other claims not known to the Parties, arising out of the facts alleged  
15 in the Notice and Complaint, and relating to the Covered Products, will develop or be discovered.  
16 Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge that this  
17 Consent Judgment is expressly intended to cover and include all such claims up through and  
18 including the Effective Date, including all rights of action therefore. Plaintiff and Defendant  
19 acknowledge that the claims released in Sections 6.1 and 6.2 above may include unknown claims, and  
20 nevertheless waive California Civil Code section 1542 and any federal or state law of similar effect as  
21 to any such unknown claims. California Civil Code section 1542 reads as follows:

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

27 6.4 Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge  
28 and understand the significance and consequences of this specific waiver of California Civil Code  
section 1542.

1           6.5     The Parties agree that compliance with the terms of this Consent Judgment shall  
2 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures to the  
3 Listed Chemicals in the Covered Products manufactured, purchased, distributed, or sold by Plaintiff  
4 after the Compliance Date. This release shall not apply to any Distributor who fails to provide an  
5 internet warning as required pursuant to paragraph 3.2.5.

6           **7.       SEVERABILITY OF UNENFORCEABLE PROVISIONS**

7           7.1     In the event that any of the provisions of this Consent Judgment are held by a court to  
8 be unenforceable, the validity of the remaining enforceable provisions shall not be adversely  
9 affected.

10          **8.       GOVERNING LAW**

11          8.1     The terms and conditions of this Consent Judgment shall be governed by and  
12 construed in accordance with the laws of the State of California.

13          **9.       MODIFICATION**

14          9.1     This Consent Judgment after its entry by the Court may be modified by stipulation of  
15 the Parties with the approval of the Court or by an order of this Court on noticed motion by a Party  
16 in accordance with law. Any Party seeking to modify this Consent Judgment must notify the other  
17 Party in writing, and the Parties shall thereafter attempt in good faith to meet and confer with the  
18 other Party prior to filing a motion to modify the Consent Judgment. If the Parties are unable to  
19 resolve their dispute informally within sixty (60) days after the date of the written notification, the  
20 Party that issued the written notification to seek the modification may bring a motion or proceeding  
21 to seek judicial relief as to the requested modification.

22          9.2     In any stipulated modification to the Consent Judgment, the Party requesting the  
23 modification shall prepare the draft motion or application to modify the Consent Judgment.

24          9.3     Modification of Injunctive Relief – If regulations, legislation, or controlling judicial  
25 rulings are enacted or issued, which affect the injunctive relief provisions of this Consent Judgment at  
26 section 3.3, Defendant may thereafter seek to modify this Consent Judgment as to adopt those  
27 injunctive terms and comply with them instead of those presently set forth in Section 3.3. If  
28 Defendant seeks to adopt different injunctive terms, it shall provide notice to Plaintiff consistent with

1 Section 9 of this Consent Judgment, and Plaintiff agrees to meet and confer in accordance with that  
2 provision.

3 **10. PROVISION OF NOTICE**

4 10.1 All notices required to be given to either Party to this Consent Judgment by the other  
5 shall be in writing and sent to the following agents listed below via both email and first-class mail.

6 For Plaintiff:  
7 Aida Poulsen  
8 Poulsen Law P.C.  
9 15303 Ventura Blvd., 9<sup>th</sup> Floor  
10 Sherman Oaks, CA 91403  
11 Email: contact@poulsenlaw.org

12 For Defendant:  
13 Ladd Cahoon  
14 Edgcomb Law Group, LLP  
15 591 Redwood Highway, Suite 2320  
16 Mill Valley, CA 94941  
17 Tel: +1 (415) 399 1560  
18 Email: lcahoon@edgcomb-law.com

19 **11. EXECUTION AND COUNTERPARTS**

20 11.1 This Consent Judgment may be executed in counterparts, which taken together shall be  
21 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as  
22 the original signature.

23 **12. DRAFTING**

24 12.1 The terms of this Consent Judgment have been reviewed by the respective counsel for  
25 each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and  
26 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and  
27 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and  
28 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

1 Consent 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 the  
3 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  
6 the 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 otherwise,  
8 express or implied, other than those contained herein have been made by any Party. No other  
9 agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to  
10 bind any Party.

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

13 **15. COURT APPROVAL**

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

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

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

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

2           16.1 Plaintiff shall serve a copy of this Consent Judgment, signed by the parties, on the  
3 California Attorney General so that the Attorney General may review this Consent Judgment prior to  
4 its approval by the Court. No sooner than forty-five (45) days after the Attorney General has received  
5 the aforementioned copy of this Consent Judgment, and in the absence of any written objection by the  
6 Attorney General to the terms of this Consent Judgment, may the Court approve this Consent  
7 Judgment.

8                   **17. ATTORNEY FEES**

9           17.1 Except as specifically provided in section 4.2.3 and 5.5, each party shall bear its own  
10 costs and attorney fees in connection with this action.

11                   **18. RETENTION OF JURISDICTION**

12           18.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the  
13 Consent Judgment under Code of Civil Procedure § 664.6.

14 **IT IS SO STIPULATED:**

15 Dated: FEB. 10<sup>TH</sup>, 2025

SAMUELS AND SON SEAFOOD CO., INC.

16  
17   
Signature

18 SAM D'ANGELO  
19 Printed Name

20 PRESIDENT AND CEO  
21 Title

1 Dated: February 10, 2025

2 THE CHEMICAL TOXIN WORKING  
3 GROUP INC., doing business as HEALTHY

4 

5 LIVING FOUNDATION INC.

6  
7 Signature

8 David Steinman  
9 Printed Name

10 Chief Officer  
11 Title

12  
13 **ORDER AND JUDGMENT**

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

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

17  
18  
19 Dated: \_\_\_\_\_

20 \_\_\_\_\_  
Judge of the Superior Court