

1 Reuben Yeroushalmi (SBN 193981)  
**YEROUSHALMI & YEROUSHALMI**  
 2 An Association of Independent Law Corporations  
 9100 Wilshire Boulevard, Suite 240W  
 Beverly Hills, California 90212  
 3 Telephone: 310.623.1926  
 Facsimile: 310.623.1930  
 4 Attorneys for Plaintiff,  
 CONSUMER ADVOCACY GROUP, INC.

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

7 CONSUMER ADVOCACY GROUP,  
 INC., in the public interest,  
 8 Plaintiff,  
 v.

9 ABACUS BUSINESS CAPITAL, INC.  
 10 DBA ISLAND PACIFIC  
 SUPERMARKETS, INC., a California  
 Corporation;  
 11 CENTURY PACIFIC NORTH AMERICA  
 ENTERPRISE, INC., a California  
 Corporation;  
 12 CENTURY PACIFIC FOOD, INC., a  
 Business Entity;  
 13 and DOES 1-50,  
 14 Defendant.

CASE NO. 24CV078293

**[PROPOSED] STIPULATED  
 CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the Hon.  
 Joscelyn Jones, Dept. 19]

Complaint Filed: June 3, 2024  
 Trial Date: Not Yet Set

15 **1. INTRODUCTION**

16 1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER  
 17 ADVOCACY GROUP, INC. (referred to as "CAG" or "Plaintiff") acting on behalf of itself and  
 18 in the public interest, and Defendants, CENTURY PACIFIC NORTH AMERICA  
 19 ENTERPRISE, INC. ("CPNA") and CENTURY PACIFIC FOOD, INC. ("CPNI") (hereafter

1 collectively referred to as “Century Pacific” or “Defendants”). Defendants and CAG are  
2 sometimes referred to herein as the “Parties”.

3 **1.2 Defendants and Products**

4 1.2.2 CAG alleges that Defendants each employ ten or more persons. CAG  
5 further alleges that Defendants manufacture, import, distribute and/or sell canned Sardines and  
6 canned Squid to consumers in California, including but not limited to:

- 7 (i) “555®”; “Hot Sardines”; “In Tomato Sauce”; “Net Wt. 5.5 oz (155 g)”;  
8 “Manufactured By Century Pacific Food, Inc.”; “Product of Philippines”;  
9 “CHTFN003”; “BBE OCT 2023”; “CPG113”; “UPC 7 48485 20002 6”; and
- 10 (ii) “555®”; “Hot Sardines”; “In Tomato Sauce”; “Net Wt. 5.5 oz (155 g)”;  
11 “Manufactured By Century Pacific Food, Inc.”; “Product of Philippines”;  
12 “CHTIN0785”; “BBE NOV 2023”; “CPG180”; “UPC 7 48485 20002 6”; and
- 13 (iii) “Blue Bay”; “Premium Sardines in Tomato Sauce”; “Net Weight 5.5 oz (155 g)”;  
14 “Manufactured for: Century Pacific North America Enterprises, Inc.”; “Produced in  
15 the Philippines”; “CTSHD10N0424A”; “CPG130”; “BBE: NOV 2023”; “UPC  
16 748485200910”; and
- 17 (iv) “Blue Bay”; “Premium Sardines in Tomato Sauce”; “Sardinas Premium en Salsa de  
18 Tomate”; “NET WEIGHT/PESO NETO 5.5 oz (155g)”; “BBE: NOV 2023”;  
19 “Manufactured for CENTURY PACIFIC NORTH AMERICA ENTERPRISE,  
INC.”; “7 48485 20091 0”; and
- (v) “555”; “HOT”; “SARDINES”; “in Tomato SAUCE”; “MANUFACTURED BY  
CENTURY PACIFIC FOOD, INC.”; “UPC 7 48485 20002 6”; and
- (vi) “555®”; “SQUID”; “MANUFACTURED BY: CENTURY PACIFIC FOOD, INC.”;  
“BBE:03/18/2026”; “UPC 748485300108”; and

- 1 (vii) "555®"; "SQUID"; "MANUFACTURED BY: CENTURY PACIFIC FOOD, INC.";
- 2 "EXP: 22MAR2025"; "UPC 748485300092"; and
- 3 (viii) "Blue Bay"; "Sardines"; "MANUFACTURED BY: CENTURY PACIFIC FOOD,
- 4 INC."; "IMPORTED AND DISTRIBUTED BY: SHINY STAR CANADA LTD.";
- 5 "UPC 748485200927"; and
- 6 (ix) "555®"; "SQUID"; "in Natural Ink"; "MANUFACTURED BY: CENTURY
- 7 PACIFIC FOOD, INC."; "BBE:03/18/2026"; "UPC 748485300108"; and
- 8 (x) "555®"; "SQUID"; "in Natural Ink"; "MANUFACTURED BY: CENTURY
- 9 PACIFIC FOOD, INC."; "EXP: 22MAR2025"; "UPC 748485300092".

8 Covered Products are all canned Sardines and Squid manufactured, imported, and/or distributed  
9 for sale by Defendants.

10 1.2.1 "Covered Products" under this Consent Judgment include all canned  
11 Sardines and Squid manufactured, distributed, imported, exported, or otherwise sold by  
12 Defendants in California, including but not limited to those set forth in Section 1.2.1 above  
13 whether branded or private label.

14 1.2.2 For purposes of this Consent Judgment only, and subject to the express  
15 reservations as to CPFI set forth in Sections 1.6 and 1.7 below, Defendants are deemed a person  
16 in the course of doing business in California subject to the provisions of the Safe Drinking  
17 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.*  
18 ("Proposition 65").

16 **1.3 Listed Chemicals**

17 1.3.1 Cadmium and Cadmium Compounds (hereinafter "Cadmium") are listed  
18 by the State of California as under Proposition 65 as known to cause developmental and  
19 reproductive harm. Lead and Lead Compounds (hereinafter "Lead") are listed by the State of

1 California under Proposition 65 as known to cause cancer and developmental and reproductive  
2 harm. Lead and Cadmium are sometimes hereafter collectively referred to as the “Listed  
3 Chemicals.”

4 **1.4 Notices of Violation**

5 1.4.1 On or about May 12, 2022, CAG alleges that it served a “60-Day Notice  
6 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”  
7 (AG# 2022-00947) (“Notice 1”) that provided Defendants with notice of alleged violations of  
8 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential  
9 exposures to Cadmium contained in Sardines manufactured, imported, sold and/or distributed by  
10 Defendants in California. To the best of the parties’ knowledge, no public enforcer has  
11 commenced or diligently prosecuted the allegations set forth in Notice 1.

12 1.4.2 On or about February 2, 2023, CAG alleges that it served a “60-Day  
13 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of  
14 1986” (AG# 2023-00309) (“Notice 2”) that provided Defendants with notice of alleged  
15 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of  
16 potential exposures to Cadmium contained in Sardines manufactured, imported, sold and/or  
17 distributed by Defendants in California. To the best of the parties’ knowledge, no public enforcer  
18 has commenced or diligently prosecuted the allegations set forth in the Notice 2.

19 1.4.3 On or about August 8, 2023, CAG alleges that it served a “60-Day Notice  
of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”  
(AG# 2023-02474) (“Notice 3”) that provided Defendants with notice of alleged violations of  
Health & Safety Code § 25249.6 for failing to warn individuals in California of potential  
exposures to Cadmium contained in Sardines manufactured, imported, sold and/or distributed by

1 Defendants in California. To the best of the parties' knowledge, no public enforcer has  
2 commenced or diligently prosecuted the allegations set forth in the Notice 3.

3 1.4.4 On or about August 8, 2023, CAG alleges that it served a "60-Day Notice  
4 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986"  
5 (AG# 2023-02485) ("Notice 4") that provided Defendants with notice of alleged violations of  
6 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential  
7 exposures to Cadmium contained in Sardines manufactured, imported, sold and/or distributed by  
8 Defendants in California. To the best of the parties' knowledge, no public enforcer has  
9 commenced or diligently prosecuted the allegations set forth in the Notice 4.

10 1.4.5 On or about May 31, 2024, CAG served a "60-Day Notice of Intent to Sue  
11 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2024-  
12 02224) ("Notice 5") that provided Defendants with notice of alleged violations of Health &  
13 Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to  
14 Cadmium contained in Sardines manufactured, imported, sold and/or distributed by Defendants  
15 in California. To the best of the parties' knowledge, no public enforcer has commenced or  
16 diligently prosecuted the allegations set forth in the Notice 5.

17 1.4.6 On or about July 10, 2024, CAG served a "60-Day Notice of Intent to Sue  
18 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2024-  
19 02877) ("Notice 6") that provided Defendants with notice of alleged violations of Health &  
Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to  
Cadmium contained in Sardines manufactured, imported, sold and/or distributed by Defendants  
in California. To the best of the parties' knowledge, no public enforcer has commenced or  
diligently prosecuted the allegations set forth in the Notice 6.

1           1.4.7 On or about October 4, 2024, CAG alleges that it served a “60-Day Notice  
2 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”  
3 (AG# 2024-04233) (“Notice 7”) that provided Defendants with notice of alleged violations of  
4 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential  
5 exposures to Cadmium contained in Sardines manufactured, imported, sold and/or distributed by  
6 Defendants in California. To the best of the parties’ knowledge, no public enforcer has  
7 commenced or diligently prosecuted the allegations set forth in the Notice 7.

8           1.4.8 On or about October 11, 2024, CAG alleges that it served a “60-Day  
9 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of  
10 1986” (AG# 2024-04367) (“Notice 8”) that provided Defendants with notice of alleged  
11 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of  
12 potential exposures to Cadmium contained in Sardines manufactured, imported, sold and/or  
13 distributed by Defendants in California. To the best of the parties’ knowledge, no public enforcer  
14 has commenced or diligently prosecuted the allegations set forth in the Notice 8.

15           1.4.9 On or about October 16, 2024, CAG alleges that it served a “60-Day  
16 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of  
17 1986” (AG# 2024-04438) (“Notice 9”) that provided Defendants with notice of alleged  
18 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of  
19 potential exposures to Cadmium contained in Squid manufactured, imported, sold and/or  
20 distributed by Defendants in California. To the best of the parties’ knowledge, no public enforcer  
21 has commenced or diligently prosecuted the allegations set forth in the Notice 9.

22           1.4.10 On or about October 22, 2024, CAG alleges that it served a “60-Day  
23 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of

1 1986” (AG# 2024-04557) (“Notice 10”) that provided Defendants with notice of alleged  
2 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of  
3 potential exposures to Cadmium contained in Squid manufactured, imported, sold and/or  
4 distributed by Defendants in California. To the best of the parties’ knowledge, no public enforcer  
has commenced or diligently prosecuted the allegations set forth in the Notice 10.

5 1.4.11 On or about February 13, 2025, CAG alleges that it served a “60-Day  
6 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of  
7 1986” (AG# 2025-00470) (“Notice 11”) that provided Defendants with notice of alleged  
8 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of  
9 potential exposures to Lead and Cadmium contained in Sardines manufactured, imported, sold  
10 and/or distributed by Defendants in California. To the best of the parties’ knowledge, no public  
enforcer has commenced or diligently prosecuted the allegations set forth in the Notice 11.

11 1.4.12 On or about February 20, 2025, CAG alleges that it served a “60-Day  
12 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of  
13 1986” (AG# 2025-00580) (“Notice 12”) that provided Defendants with notice of alleged  
14 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of  
15 potential exposures to Lead and Cadmium contained in Sardines manufactured, imported, sold  
and/or distributed by Defendants in California. To the best of the parties’ knowledge, no public  
enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

16 1.4.13 On or about April 4, 2025, CAG served a “60-Day Notice of Intent to  
17 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2025-  
18 01131) (“Notice 13”) that provided Defendants with notice of alleged violations of Health &  
19 Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to

1 Lead and Cadmium contained in Squid manufactured, imported, sold and/or distributed by  
2 Defendants in California. To the best of the parties' knowledge, no public enforcer has  
3 commenced or diligently prosecuted the allegations set forth in the Notice 13.

4 1.4.14 On or about April 11, 2025, CAG served a "60-Day Notice of Intent to  
5 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2025-  
6 01211) ("Notice 14") that provided Defendants with notice of alleged violations of Health &  
7 Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to  
8 Lead and Cadmium contained in Squid manufactured, imported, sold and/or distributed by  
9 Defendants in California. To the best of the parties' knowledge, no public enforcer has  
10 commenced or diligently prosecuted the allegations set forth in the Notice 14.

11 1.4.15 Notices 1 through 14 are collectively referred to herein as the "Notices."

12 **1.5 Complaints**

13 1.5.1 On June 3, 2024, CAG filed a complaint for civil penalties and injunctive  
14 relief ("Complaint") in Alameda Superior Court, Case No. 24CV078293 against Defendants,  
15 including Abacus Business Capital, Inc. dba Island Pacific Supermarkets, Inc. ("Abacus"),  
16 CPNA, and specially appearing Defendant CPFI. The Complaint alleges, among other things,  
17 that Defendants violated Proposition 65 by failing to provide clear and reasonable warnings to  
18 consumers in California that the Covered Products can potentially expose consumers to the  
19 Listed Chemicals. To the extent any of the Notices above are not specifically included with the  
claims alleged in the Complaint, as of the date this Court approves this Consent Judgment, the  
Complaint shall be deemed amended to include all Notices covered by this Consent Judgment

///  
///

1           **1.6     Consent to Jurisdiction**

2           1.6.1 For purposes of this Consent Judgment only, the Parties stipulate that this  
3 Court has jurisdiction over the allegations of violations contained in the Notices and Complaint,  
4 personal jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper  
5 in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as  
6 a full settlement and resolution of all allegations contained in the Notices and Complaint, and of  
7 all claims which were or could have been raised by any person or entity based in whole or in  
8 part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.  
9 The Parties further stipulate that specially appearing Defendant CPFI’s consent to jurisdiction is  
10 for purposes of this Consent Judgment only, and does not constitute an admission or compromise  
11 its position in any way that it is not subject to the jurisdiction of the California courts or the  
12 federal or state courts of the United States or any other jurisdiction in any other action or  
13 proceeding of any kind. CPFI is a foreign company headquartered and located in the Philippines  
14 that specifically reserves its right to contest jurisdiction in any other action or proceeding and  
15 this Consent Judgment shall not be admissible as evidence that CPFI is subject to the jurisdiction  
16 of any court or administrative tribunal, other than the jurisdiction of this court to enforce the  
17 terms of this Consent Judgment. Notwithstanding the above both CPFI and CPNA shall comply  
18 with the terms of this Consent Judgment.  
19

**1.7     No Admission**

          1.7.1 This Consent Judgment resolves claims that are denied and disputed. The  
Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all  
claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this  
Consent Judgment shall be construed as an admission by Defendants of any material allegation

1 in the notices and Complaint (each and every allegation of which Defendants deny), nor any fact,  
2 conclusion of law, issue of law or violation of law, including without limitation, any admission  
3 concerning any violation of Proposition 65 or any other statutory, regulatory, common law, or  
4 equitable doctrine, or the meaning of the terms “knowingly and intentionally expose”, in the  
5 course of doing business”, or “clear and reasonable warning” as used in Health and Safety Code  
6 section 25249.6. et seq. Nothing in this Consent Judgment, nor compliance with its terms, shall  
7 constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of  
8 law, or violation of law, or of fault, wrongdoing, or liability by any Defendant, their officers,  
9 directors, members, employees, or parent, subsidiary or affiliated corporations, or be offered or  
10 admitted as evidence in any administrative or judicial proceeding or litigation in any court,  
11 agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or  
12 impair any right, remedy, argument, or defense the Parties may have in any other or future legal  
13 proceeding, except as expressly provided in this Consent Judgment.

11 **2. DEFINITIONS**

12 2.1 “Covered Products” under this Consent Judgment include all canned Sardines and  
13 Squid manufactured, distributed, imported, exported, or otherwise sold by Defendants in  
14 California, including but not limited to those set forth in Section 1.2.1 above whether branded or  
15 private label.

16 2.2 “Effective Date” means the date that this Consent Judgment is approved by the  
17 Court.

18 2.3 “Cadmium” means Cadmium and Cadmium Compounds. Cadmium is listed as  
19 a chemical pursuant to Proposition 65.

1           2.4    “Lead” means Lead and Lead Compounds. Lead is listed as a chemical pursuant  
2 to Proposition 65.

3           2.5    “Listed Chemicals” means Lead and Cadmium in Sardines; and Lead and  
4 Cadmium in Squid;

5           2.6    “Notices” means Notices of Violation as defined in Paragraph 1.4.

6 **3.    INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE  
7 WARNINGS.**

8           3.1    After the Effective Date, Defendants shall not manufacture for sale in California,  
9 any Covered Products that exceed the levels of Lead and Cadmium (“reformulation level(s)”) specified in sections 3.1.1 and 3.1.2 below unless Proposition 65 compliant warnings are provided as set forth in the following paragraphs.

10           3.1.1 Lead: an exposure of no more than 0.5 micrograms of Lead based on a single  
11 serving of the Covered Product per day. For purposes of assessing compliance with this  
12 reformulation level, the exposure shall be calculated by multiplying the recommended  
13 product label serving size of the Covered Products by the concentration of Lead in the  
14 Covered Products.

15           3.1.2 Cadmium: an exposure of no more than 4.1 micrograms of Cadmium based  
16 on a single serving of the Covered Product per day. For purposes of assessing compliance  
17 with this reformulation level, the exposure shall be calculated by multiplying the  
18 recommended product label serving size of the Covered Products by the concentration of  
19 Cadmium in the Covered Products.

20           3.2    For any Covered Products that exceed the reformulation level of Listed  
21 Chemicals set forth above that are manufactured for distribution and/or sale into California after  
22 the Effective Date, Defendants must provide a Proposition 65 compliant warning for the Covered

1 Products as pursuant to Proposition 65 and its implementing regulations as set forth below. The  
 2 language of the warnings and method for providing any warnings for the Covered Products shall  
 3 be compliant with Title 27, California Code of Regulations, § 25600, *et seq.* and with Title 27,  
 4 California Code of Regulations, § 25607.1, *et seq.* Any warning provided pursuant to this section  
 5 shall be affixed to the packaging of, or directly on, the Covered Products, and be prominently  
 6 placed with such conspicuousness as compared with other words, statements, designs, or devices  
 7 as to render it reasonably likely to be read and understood by an ordinary individual under  
 8 customary conditions before purchase or use. The warning must be set off from other  
 9 surrounding information and enclosed in a box. Where the packaging of the Covered Products  
 10 or a sign referring to the Covered Products includes consumer information as defined by  
 11 California Code of Regulations title 27 §25600.1(c) in a language other than English, the warning  
 12 must also be provided in that language in addition to English. Should Defendants sell or  
 13 distribute any Covered Products through the internet into California where Defendants controls  
 14 the product listing, the warning shall be posted in the manner as provided for internet sales in 27  
 CCR sections 25601 and 25602, as they may be subsequently amended, for sales to consumers  
 in California. The Parties agree that the following warning language shall constitute compliance  
 with Proposition 65 with respect to the alleged Cadmium and/or Lead contained in the Covered  
 Products manufactured by Defendants as applicable after the Effective Date:

For Lead

**[CALIFORNIA] or [CA] 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)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

For Cadmium

[CALIFORNIA] or [CA] WARNING: Consuming this product can expose you to chemicals including 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)

The language [CALIFORNIA] or [CA] is optional. Lead and/or Cadmium shall be specified in the warning as applicable if the levels of Lead or Cadmium exceed the reformulation levels set forth in this Consent Judgment.

3.3 The injunctive requirements of Section 3 shall not apply to Covered Products that are manufactured or are otherwise already in the stream of commerce as of the Effective Date, which Covered Products are expressly subject to the releases provided in Section 5.

3.4 Compliance with Warning Regulations. The Parties agree that Defendants shall be deemed to be in compliance with this Consent Judgment by either adhering to § 3 of this Consent Judgment or by complying with warning regulations adopted by the State of California’s OEHHA applicable to the Covered Products and the exposure at issue. In the event that OEHHA promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical(d) at issue, which are different than those set forth above, Defendants shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Consent Judgment.

3.5 Changes in the law and regulations applicable to Proposition 65, including changes resulting from federal and/or state court rulings, occurring after this date may be

1 incorporated into the terms of this Consent Judgment, pursuant to the modification provisions  
2 set forth in Section 7.

3 **4. SETTLEMENT PAYMENT**

4 **4.1 Payment and Due Date:** In complete resolution of all claims of any kind for  
5 damages, penalties, restitution, attorney’s fees, investigative expenses, testing expenses, or any  
6 other monetary relief of any kind related to claims that were raised or that could have been raised  
7 in the Notices and Complaint, and negotiating the terms of this Consent Judgment, within ten  
8 (10) days of the Effective Date, Defendants or their agents shall collectively pay a total of ninety-  
9 five thousand dollars (\$95,000) in full and complete settlement of all monetary claims by CAG  
10 related to the Notices and Complaint, as follows:

11 4.1.1 Civil Penalty: Defendants or their agents shall issue separate checks  
12 totaling ten thousand eight hundred sixty dollars (\$10,860) as civil penalties pursuant to Health  
13 & Safety Code § 25249.12:

14 (a) Defendants will issue a check made payable to the State of California’s  
15 Office of Environmental Health Hazard Assessment (“OEHHA”) in the amount of eight  
16 thousand one hundred forty-five dollars (\$8,145) representing 75% of the total civil penalty and  
17 Defendants will issue a separate check to CAG in the amount of two thousand seven hundred  
18 fifteen dollars (\$2,715) representing 25% of the total civil penalty; and

19 (b) Separate 1099s shall be issued for each of the above payments:  
20 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN:  
21 68-0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100  
22 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

4.1.2 Additional Settlement Payments: Defendants or their agents shall make a separate payment, in the amount of eight thousand one hundred forty dollars (\$8,140) as an additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendants or their agents will issue a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as follows, eighty percent (80%) for fees of investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures through various mediums, including but not limited to consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring, consulting, and retaining experts who assist with the extensive scientific analysis necessary for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative costs incurred during investigation and litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be responsible for such exposures and attempting to persuade those persons and/or entities to reformulate their products or the source of exposure to completely eliminate or lower the level of Proposition 65 listed chemicals including but not limited to costs of documentation and tracking of products investigated, storage of products, website enhancement and maintenance, computer and software maintenance, investigative equipment, CAG's member's time for work done on investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of documentation demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring the proper expenditure of this Additional Settlement Payment.

1           **4.1.3 Reimbursement of Attorney’s Fees and Expenses:** Defendant shall pay  
2 seventy-six thousand dollars (\$76,000) to “Yeroushalmi & Yeroushalmi” as complete  
3 reimbursement for all reasonable investigation fees and costs, attorneys’ fees, and any other costs  
4 or expenses of any kind incurred as a result of the Notices, investigating, bringing this matter to  
5 Defendants’ attention, litigating and negotiating this settlement in the public interest, and  
6 obtaining court approval of this Consent Judgment.

7           4.2 Other than the payment to OEHHA described above, all payments referenced in  
8 paragraphs 4.1.1 and 4.1.2 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi &  
9 Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to  
10 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike  
11 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with  
12 payment to OEHHA, Defendants shall provide CAG with written confirmation that the payment  
13 to OEHHA was delivered.

14           **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

15           5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
16 behalf of itself and in the public interest, and Defendants, for any actual or alleged failure to  
17 provide Proposition 65 warnings concerning potential exposures to the Listed Chemicals from  
18 the Covered Products as set forth in the Notices and Complaint, and fully resolves all claims that  
19 have been or could have been asserted against Defendants in this action for all Covered Products  
manufactured up through the Effective Date for any actual or alleged failure to provide  
Proposition 65 warnings regarding Listed Chemicals in Covered Products. CAG, on behalf of  
itself and in the public interest, hereby discharges and releases Defendants, and their respective  
officers, directors, insurers, employees, parents, shareholders, divisions, subdivisions,

1 subsidiaries, affiliates, and their successors and assigns (“Defendant Releasees”) and all of  
2 Defendants’ customers, retailers (including but not limited to Abacus and Amazon), importers,  
3 licensees, licensors, and downstream entities in the distribution chain of the Covered Products  
4 to whom or for whom Defendants manufactured, imported, exported, distributed, sold, or offered  
5 for sale Covered Products, their parents, subsidiaries, and affiliated entities, and the  
6 predecessors, successors and assigns of any of them, and all of their respective officers, directors,  
7 shareholders, members, managers, employees, and agents, only as to Covered Products  
8 manufactured, imported, distributed, or sold by Defendants (collectively, “Downstream  
9 Releasees”), for all Covered Products placed into the stream of commerce up through the  
10 Effective Date for alleged violations of Proposition 65 based on potential exposure to Listed  
11 Chemicals from the Covered Products. Defendant Releasees and Downstream Releasees are  
12 sometimes collectively referred to herein as the “Released Parties.” Defendants’ compliance  
13 with the terms of this Consent Judgment shall be deemed to constitute compliance with  
14 Proposition 65 regarding alleged exposures to Listed Chemicals from the Covered Products.  
15 Nothing in this Section affects CAG’s right to commence or prosecute an action under  
16 Proposition 65 against any person other than Defendant Releasees or Downstream Releasees  
17 after the Effective Date. This Consent Judgment shall inure to the benefit of Downstream  
18 Releasees identified in this section, but is not binding on them.

19           5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
20 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
21 indirectly, any form of legal action and releases all claims, including, without limitation, all  
22 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
23 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert

1 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
 2 contingent (collectively "Claims"), against Defendant Releasees and/or Downstream Releasees  
 3 arising from any violation of Proposition 65 or any other statutory or common law regarding the  
 4 potential exposure of persons to the Listed Chemicals contained in the Covered Products or any  
 5 failure to warn about exposure to Listed Chemicals from the Covered Products. In furtherance  
 6 of the foregoing, as to alleged exposures to Listed Chemicals from the Covered Products, CAG  
 7 on behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the  
 8 future may have, conferred upon it with respect to Claims arising from any violation of  
 9 Proposition 65 or any other statutory or common law regarding the failure to warn about potential  
 10 exposure and any alleged exposure of persons in California to Listed Chemicals from the  
 11 Covered Products by virtue of the provisions of section 1542 of the California Civil Code, which  
 12 provides as follows:

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

13 CAG understands and acknowledges that the significance and consequence of this waiver of  
 14 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
 15 resulting from, or related directly or indirectly to, in whole or in part, claims arising from any  
 16 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
 17 about exposure to Listed Chemicals from the Covered Products, including but not limited to any  
 18 exposure to, or failure to warn with respect to exposure to Listed Chemicals from the Covered  
 19 Products, CAG will not be able to make any claim for those damages against Released Parties.  
 Furthermore, CAG acknowledges that it intends these consequences for any such claims arising

1 from any violation of Proposition 65 or any other statutory or common law regarding the failure  
2 to warn about exposure to Listed Chemicals from Covered Products as may exist as of the date  
3 of this release but which CAG does not suspect to exist, and which, if known, would materially  
4 affect its decision to enter into this Consent Judgment, regardless of whether its lack of  
5 knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

5 **6. ENTRY OF CONSENT JUDGMENT**

6 6.1 CAG shall prepare and file a motion seeking approval of this Consent Judgment  
7 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,  
8 CAG and Defendant waive their respective rights to a hearing or trial on the allegations of the  
9 Complaint. Upon entry of an order approving this Consent Judgment, the Complaint in this  
10 action shall be deemed amended to include all the claims raised in the Notices.

11 6.2 The Parties shall cooperate and make all reasonable efforts possible to have the  
12 Consent Judgment approved by the Court.

13 6.3 If this Consent Judgment is not approved in full by the Court: (a) this Consent  
14 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
15 and become null and void, and the Action shall revert to the status that existed prior to the  
16 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
17 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
18 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
19 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer  
for approval.

1 **7. MODIFICATION OF JUDGMENT**

2 7.1 This Consent Judgment may be modified only upon written agreement of the  
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
4 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith  
6 to meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

7 **8. RETENTION OF JURISDICTION**

8 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
9 terms of this Consent Judgment under Code of Civil Procedure § 664.6. The Parties also agree  
10 that Downstream Releasees are intended third-party beneficiaries of this Consent Judgment and  
11 may enforce its terms.

12 8.2 In any proceeding brought by any Party to enforce the terms of this Consent  
13 Judgment, the prevailing Party shall be entitled to recover its reasonable attorney's fees and  
14 costs.

15 **9. DUTIES LIMITED TO CALIFORNIA**

16 9.1 This Consent Judgment shall have no effect on Covered Products sold by  
17 Defendant outside the State of California.

18 **10. SERVICE ON THE ATTORNEY GENERAL**

19 10.1 CAG 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

1 written objection by the Attorney General to the terms of this Consent Judgment, may the Court  
2 approve this Consent Judgment.

3 **11. ATTORNEY FEES**

4 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its  
5 own costs and attorney fees in connection with this action.

6 **12. GOVERNING LAW**

7 12.1 The validity, construction and performance of this Consent Judgment shall be  
8 governed by the laws of the State of California, without reference to any conflicts of law  
9 provisions of California law.

10 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of  
11 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise  
12 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent  
13 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,  
14 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered  
15 Products, then the Parties may modify this Consent Judgment in accordance with the  
16 modification requirements of Section 7 with respect to, and to the extent that, the Covered  
17 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve a  
18 Defendant from any obligation to comply with any pertinent state or federal law or regulation.

19 12.3 The Parties, including their counsel, have participated in the preparation of this  
Consent Judgment, and this Consent Judgment is the result of the joint efforts of the Parties. This  
Consent Judgment was subject to revision and modification by the Parties and has been accepted  
and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty  
or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a

1 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
2 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
3 resolved against the drafting Party should not be employed in the interpretation of this Consent  
4 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

4 **13. EXECUTION AND COUNTERPARTS**

5 13.1 This Consent Judgment may be executed in counterparts and by means of  
6 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
7 one document and have the same force and effect as original signatures.

8 **14. ENFORCEMENT OF JUDGMENT**

9 Before any Party may take action to enforce the terms of this Consent Judgment,  
10 that Party must give the other Party written notice and a good faith opportunity to respond and  
11 cure the alleged violation. The Parties must thereafter meet and confer for a period of no less  
12 than 30 days to try to resolve any alleged violation. Plaintiff shall not bring an enforcement  
13 action or institute a judicial proceeding or seek any other relief of any kind if Defendant  
14 demonstrates that it has complied with the requirements of Section 3, unless Plaintiff has  
15 evidence showing Defendant has not complied with Section 3. In the event that meet-and-confer  
16 efforts are unsuccessful, the Party alleging a violation may initiate a judicial proceeding to  
17 enforce this Consent Judgment no earlier than 30 days after issuing the written notice specified  
18 herein. In the event that a Party initiates such a judicial proceeding, the prevailing Party shall be  
19 entitled to recover its reasonable attorney's fees and costs in accordance with applicable law.

17 **15. ENTIRE AGREEMENT**

18 This Consent Judgment contains the sole and entire agreement and understanding of the  
19 Parties with respect to the entire subject matter hereof, and all related prior discussions,

1 negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist  
2 to bind any of the Parties.

3 **16. NOTICES**

4 16.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

5 If to CAG:

6 Reuben Yeroushalmi, Esq.  
7 YEROUSHALMI & YEROUSHALMI  
8 9100 Wilshire Boulevard, Suite 240W  
9 Beverly Hills, CA 90212  
10 (310) 623-1926  
11 Email: [lawfirm@yeroushalmi.com](mailto:lawfirm@yeroushalmi.com)

12 If to Century Pacific Food, Inc.:

13 Gregory Banzon, Chief Operating Officer  
14 Century Pacific Food Inc  
15 Centerpoint Condominium  
16 Julia Vargas Avenue  
17 Ortigas Center,  
18 Pasig City, Metro Manila, Philippines  
19 E-mail: [gbanzon@centurypacific.com.ph](mailto:gbanzon@centurypacific.com.ph)

If to Century Pacific North America Enterprise, Inc.:

Patrick K. Baskin  
United States Lead  
Century Pacific North America Enterprise, Inc.  
350 N. Glendale Ave., Ste. B #348  
Glendale, CA 91206  
E-mail: [pbaskin@centurypacific.com.ph](mailto:pbaskin@centurypacific.com.ph)

For Notices to either CPFI or CPNA Copy to:

J. Robert Maxwell  
ROGERS JOSEPH O'DONNELL  
311 California Street, 10th Fl  
San Francisco, CA 94104  
Tel: 415.956.2828  
Fax: 415.956.6457  
E-mail: [jmaxwell@rjo.com](mailto:jmaxwell@rjo.com)

17. AUTHORITY TO STIPULATE

17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of the party represented and legally to bind that party.

<p><b>AGREED TO:</b></p> <p>Date: <u>February 19</u>, 2026</p> <p><u><i>Willard Bayer</i></u></p> <p>Name: <u>Willard Bayer</u></p> <p>Title: <u>President</u></p> <p>CONSUMER ADVOCACY GROUP, INC.</p>	<p><b>AGREED TO:</b></p> <p>Date: <u>February 18</u>, 2026</p> <p>Signed by: <u><i>Patrick Baskin</i></u> <small>02919078E87B46B...</small></p> <p>Name: <u>Patrick K. Baskin</u></p> <p>Title: <u>US Lead</u></p> <p>CENTURY PACIFIC NORTH AMERICA ENTERPRISE, INC.</p>
	<p><b>AGREED TO:</b></p> <p>Date: <u>February 18</u>, 2026</p> <p><u><i>[Signature]</i></u></p> <p>Name: <u>Gregory Francis H. Banzon</u></p> <p>Title: <u>Executive Vice President and Chief Operating Officer</u></p> <p>CENTURY PACIFIC FOOD, INC.</p>

IT IS SO ORDERED.

Date: \_\_\_\_\_ JUDGE OF THE SUPERIOR COURT