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8 Attorneys for Plaintiff  
9 Blue Water Cosaint, LLC

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN DIEGO

12 BLUE WATER COSAINT, LLC, a California  
13 limited liability company,

14 Plaintiff,

15 v.

16 ICICLE SEAFOODS, INC., an Alaska  
17 corporation; WALMART, INC., a Delaware  
18 corporation; and DOES 1 through 10,

19 Defendants.

Case No. 24CU002228C

**PROPOSED CONSENT JUDGMENT**

20 **1. INTRODUCTION**

21 **1.1. The Parties.** This Consent Judgment (“Consent Judgment”) is entered into by and  
22 between Blue Water Cosaint, LLC (“Plaintiff”) and Icicle Seafoods, Inc. (“Icicle”). Together,  
23 Plaintiff and Icicle are collectively referred to as the “Parties.” Plaintiff is a California limited  
24 liability company located in the State of California that alleges it seeks to promote awareness of  
25 exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous  
26 substances contained in consumer products. Icicle is alleged to be a person in the course of doing  
27 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
28 Health & Safety Code section 25249.6 et seq. (“Proposition 65”).

**1.2. General Allegations.** Plaintiff alleges that mercury is listed pursuant to  
Proposition 65 as a chemical known to the State of California to cause developmental toxicity.

1 Plaintiff alleges that Icicle has exposed individuals in the State of California to mercury from its  
2 sales of the “Product” described in Section 1.3, without first providing consumers of said product  
3 with a clear and reasonable warning as required under Proposition 65.

4 **1.3. Product Description.** The product covered by this Consent Judgment is the  
5 Honey Boy Canned Mackerel, to the extent it has been directly manufactured or processed by  
6 Icicle and directly imported, distributed, offered for sale, or sold in California by Icicle (the  
7 “Product”).

8 **1.4. Notice of Violation, Complaint, and Jurisdiction.** On July, 20, 2023, Plaintiff  
9 served Icicle Seafoods, Inc., Walmart, Inc., and various public enforcement agencies with a  
10 document entitled “Notice of Violation of California Health & Safety Code § 25249.6 et seq.”  
11 (the “Notice”). The Notice alleged violations of Proposition 65 for failing to warn California  
12 consumers and customers that use of the Product will expose them to Mercury. No public  
13 enforcer has diligently prosecuted the allegations set forth in the Notice. On July 22, 2024, based  
14 on the Notice and the absence of any authorized public prosecutor of Proposition 65 having filed  
15 a suit based on the allegations contained therein, Plaintiff filed a complaint in the Superior Court  
16 of and for San Diego County (the “Court”), Case No. 24CU002228C (the “Action” or  
17 “Complaint”). For purposes of this Consent Judgment only, the Parties stipulate that the Court  
18 has jurisdiction over the allegations in the Complaint and personal jurisdiction over Icicle, that  
19 venue is proper in the County of San Diego, and that the Court has jurisdiction to enter this  
20 Consent Judgment as a full and final resolution of the claims and allegations which were or could  
21 have been raised in the Action based on the facts alleged therein and/or in the Notice. For  
22 purposes of this Consent Judgment only, Icicle stipulates it is a person in the course of doing  
23 business for purposes of Proposition 65.

24 **1.5. No Admission.** This Consent Judgment resolves claims that are denied and  
25 disputed. The Parties enter into this Consent Judgment as a full and final resolution of any and all  
26 claims between the Parties for the purpose of avoiding prolonged litigation. Icicle denies each  
27 and every material, factual, and legal allegation contained in the Notice and the Action and  
28 maintains that it has not violated Proposition 65 and that all of its products, including but not

1 limited to the Product, are safe for consumption and in full compliance with any and all  
2 applicable laws, regulations, and standards. Nothing in this Consent Judgment shall be construed  
3 as an admission by Icicle of any fact, finding, conclusion of law, issue of law, or violation of law;  
4 nor shall compliance with this Consent Judgment constitute or be construed as an admission by  
5 Icicle of any fact, finding, conclusion of law, issue of law, or violation of law. However, this  
6 Section 1.5 shall not diminish or otherwise affect the obligations, responsibilities, and duties of  
7 Icicle under this Consent Judgment.

8 **1.6. Effective Date.** For purposes of this Consent Judgment, the term “Effective Date”  
9 shall mean forty-five (45) days after this Consent Judgment is entered as a Judgment of the Court.

10 **2. INJUNCTIVE RELIEF**

11 **2.1. Compliance with Proposition 65**

12 Within 30 days after the Effective Date, Icicle shall ensure that the Product has a clear and  
13 reasonable exposure warning as set forth in this Section 2.1 and Sections 2.2–2.3. The warning  
14 shall consist of either the Warning or Alternative Warnings described in Section 2.1(a) or (b),  
15 respectively, unless provided pursuant to Section 2.3. There shall be no obligation for such an  
16 exposure warning to be provided for Product that is manufactured or processed by Icicle up to 30  
17 days after the Effective Date, though such Product is expressly subject to and has the benefit of  
18 the releases provided in Section 4.

19 (a) **Warning:** The “Warning” shall consist of the statement:

20 “**WARNING:** Consuming this product can expose you to mercury, which is known to the  
21 State of California to cause birth defects or other reproductive harm. For more information go to  
22 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).”

23 The word “WARNING” may be substituted with “CALIFORNIA WARNING” or “CA  
24 WARNING.”

25 (b) **Alternative Warnings:** Icicle may, but is not required to, use the alternative short-  
26 form warnings as set forth in this Section 2.3(b) (“Alternative Warning”) as  
27 follows:

28 “**WARNING:** Reproductive Harm - [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).”; or

1           **“WARNING:** Risk of reproductive harm from exposure to mercury. See  
2 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).”; or

3           **“WARNING:** Can expose you to mercury, a reproductive toxicant. See  
4 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).”

5 The word “WARNING” may be substituted with “CALIFORNIA WARNING” or “CA  
6 WARNING.”

7           **2.2.** Any Warning or Alternative Warning provided pursuant to Section 2.1 must print  
8 the signal word(s) “WARNING,” “CALIFORNIA WARNING,” or “CA WARNING” in all  
9 capital letters and in bold font, followed by a colon. The Warning or Alternative Warning shall  
10 be affixed to or printed on the Product’s packaging or labeling, or on a placard, shelf tag, sign or  
11 electronic device or automatic process, provided that the Warning or Alternative Warning is  
12 displayed with such conspicuousness, as compared with other words, statements, or designs as to  
13 render it likely to be read and understood by an ordinary individual under customary conditions of  
14 purchase or use. The Warning or Alternative Warning may be contained in the same section of  
15 the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning  
16 the use of the Product and shall be at least the same size as those other safety warnings. Where  
17 the Warning or Alternative Warning is provided on the food product label, it must be set off from  
18 other surrounding information, and Icicle shall enclose the Warning or Alternative Warning in a  
19 black box and comply with the content requirements specified in the California Code of  
20 Regulations, title 27, section 25607.2. If “consumer information,” as that term is defined in  
21 California Code of Regulations, title 27, section 25600.1, subdivision (c), as it may be amended  
22 from time to time, is provided in a foreign language, Icicle shall provide the Warning or  
23 Alternative Warning in the foreign language in accordance with applicable warning regulations  
24 adopted by the State of California’s Office of Environmental Health Hazard Assessment  
25 (“OEHHA”).

26           In addition to affixing the Warning or Alternative Warning to the Product’s packaging or  
27 labeling, the Warning or Alternative Warning shall be posted on websites where Icicle sells the  
28 Product to consumers in California. The requirements of this Section 2.2 shall be satisfied if the

1 Warning or Alternative Warning, or a clearly marked hyperlink using the signal word(s)  
 2 “WARNING,” “CALIFORNIA WARNING,” or “CA WARNING,” appears on the product  
 3 display page, or otherwise by prominently displaying the warning to the purchaser prior to  
 4 completing the purchase. To comply with this Section 2.2, Icicle (a) shall post the Warning or  
 5 Alternative Warning on its own website and, if it has the ability to do so, on the e-commerce  
 6 websites that Icicle has expressly authorized to sell the Product in California; and (b) if it does not  
 7 have the ability to post the Warning or Alternative Warning on e-commerce websites that Icicle  
 8 has expressly authorized to sell the Product in California, comply with California Code of  
 9 Regulations, title 27, section 25600.2, subdivision (b). Owners and operators of e-commerce  
 10 websites who sell the Product in California and have been provided with written notice in  
 11 accordance with California Code of Regulations, title 27, section 25600.2, subdivision (b) are not  
 12 released in Section 4 of this Consent Judgment if they fail to meet the warning requirements of  
 13 this Section 2.2. Icicle shall not be responsible for posting the Warning or Alternative Warning  
 14 on e-commerce websites that are not expressly authorized by Icicle to sell the Product or that are  
 15 not expressly authorized by Icicle’s retail sellers to sell the Product supplied by Icicle, and such  
 16 unauthorized e-commerce websites are not released pursuant to Section 4 of this Consent  
 17 Judgment.

18 **2.3. Compliance with Warning Regulations.** Icicle shall be deemed to be in  
 19 compliance with this Settlement Agreement by electing, at its discretion, to either adhere to  
 20 Section 2 of this Consent Judgment or by complying with any applicable warning requirements  
 21 adopted by the OEHHA that are applicable to the Product and exposures at issue.

22 **2.4. Right to Cure.** (And No Assignment or Transfer of Claims.) Plaintiff shall have  
 23 the exclusive right to enforce the provisions of this Consent Judgment. Plaintiff represents and  
 24 warrants neither it nor its agents or attorneys have assigned or otherwise transferred, or attempted  
 25 to assign or transfer, any claim or claims against Icicle to a third-party.

26 To the extent Plaintiff identifies any Product in the future which it believes is not in  
 27 compliance with this Consent Judgment, Plaintiff agrees to advise Icicle of such alleged breach in  
 28 the manner set forth in Section 8, and provide Icicle with thirty (30) business days (calculated

1 from the date notice is provided electronically) to cure any alleged violation of this Consent  
2 Judgment pursuant to the options in Sections 2.1, 2.2 or 2.3 (“Notice to Cure”), as applicable.  
3 Such Notice to Cure to Icicle must include photographs of the Product’s labeling and packaging,  
4 purchase receipt reflecting when and where the Product was purchased in California, and results  
5 from an independent third-party laboratory showing exposure to mercury at levels requiring a  
6 warning under Proposition 65 or its implementing regulations.. All documentation submitted in  
7 support of the Notice to Cure must be unredacted. Any deficiency of the Notice to Cure shall  
8 preclude all claims otherwise subject to such notice.

9 Plaintiff reserves the right to seek additional civil penalties, reimbursement of reasonable  
10 attorney’s fees and costs, and any other available remedies arising from or related to Notices to  
11 Cure associated with the Product covered by the Consent Judgment. However, Plaintiff shall not  
12 be entitled to seek or recover any civil penalties, and Plaintiff and its counsel shall not be entitled  
13 to recovery or reimbursement of attorney’s fees and/or costs, or any other available remedies  
14 arising from or related to Notices to Cure associated with the Product covered by the Consent  
15 Judgment or the alleged breach or violation of the Consent Judgment, provided Icicle timely  
16 remedies the alleged noncompliance within thirty (30) business days of receiving the Notice to  
17 Cure, as discussed herein. If Icicle cures the alleged noncompliance within thirty (30) business  
18 days of receiving the Notice to Cure, Icicle shall not be deemed in breach or violation of this  
19 Consent Judgment in any respect, and Icicle shall not be liable (whether for civil penalties or  
20 attorney’s fees or costs) for sales of such Product referenced in the Notice to Cure occurring prior  
21 to the expiration of the 30-day cure period.

22 **3. CONSENT JUDGMENT PAYMENTS**

23 **3.1. Civil Penalties**

24 Icicle shall pay \$3,500 as a civil penalty, allocated in accordance with California Health &  
25 Safety Code section 25249.12, subdivisions (c)(1) and (d), with 75% of the penalty to be remitted  
26 to the OEHHA and the remaining 25% of the penalty remitted to Plaintiff no later than ten (10)  
27 calendar days following the entry of this Consent Judgment. More specifically, Icicle shall issue  
28 two separate checks for the civil penalty payment to (i) “Office of Environmental Health Hazard

1 Assessment” in the amount of \$2,625 (75%); and to (ii) “Law Offices of George Rikos in Trust”  
2 in the amount of \$875 (25%). Within ten (10) calendar days of the Effective Date, Icicle shall  
3 deliver these payments as follows:

4 (i) The penalty payment owed to Plaintiff shall be delivered to the following  
5 address:

6 George Rikos  
7 Law Offices of George Rikos  
8 555 West Beech, Suite 500  
9 San Diego, CA 92101

10 (ii) The penalty payment owed to OEHHA (EIN: 68-0284486) shall be  
11 delivered directly to OEHHA (Memo Line: “Prop 65 Penalties”) at the following address:

12 For United States Postal Service Delivery:

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

17 For Non-United States Postal Service Delivery

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

23 Icicle shall provide Plaintiff’s counsel with a copy of the check it sends to OEHHA with its  
24 penalty payment to Plaintiff. In association with the issuance of the payments under this Consent  
25 Judgment, Icicle will issue IRS 1099 or other forms as appropriate given the payees.

26 **3.2. Attorney’s Fees and Litigation Costs**

27 Within ten (10) calendar days of the entry of this Consent Judgment, Icicle shall reimburse  
28 Plaintiff’s counsel \$ 36,000 for fees and costs incurred as a result of investigating and bringing  
this matter to Icicle’s attention, negotiating a Consent Judgment in the public interest, and  
obtaining the Court’s approval of the Consent Judgment and its entry as a consent judgment.

Icicle shall issue a check for this amount payable to “Law Offices of George Rikos” and deliver it

1 to the address identified in Section 3.1 above. Icicle’s payment obligations shall be tolled until it  
 2 receives an IRS W-9 form for this payee.

3 **4. RELEASE OF ALL CLAIMS**

4 **4.1.** This Consent Judgment is a full, final and binding resolution between Plaintiff,  
 5 acting on his own behalf and in the public interest, and Icicle, and its parents, shareholders,  
 6 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,  
 7 holding companies, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
 8 predecessors, successors and assigns, including but not limited to Ocean Beauty Seafoods LLC  
 9 and OBI Seafoods, LLC (“Icicle Releasees”), and all downstream entities to whom they directly  
 10 or indirectly distribute, transfer, or sell the Product, including but not limited to distributors,  
 11 wholesalers, customers, licensors, licensees, retailers, online marketplaces/e-commerce platforms,  
 12 franchisees, dealers, shareholders, cooperative members, customers, purchasers, users, including  
 13 but not limited to Walmart Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, L.P., Walmart  
 14 Apollo, LLC, Wal-Mart.com USA, LLC, and each of their parents, shareholders, members,  
 15 directors, officers, managers, employees, representatives, agents, attorneys, divisions, holding  
 16 companies, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
 17 predecessors, successors and assigns (“Downstream Releasees”), of all claims for violations of  
 18 Proposition 65 that could be brought based on exposures to the mercury from Honey Boy Canned  
 19 Mackerel, including all varieties and variations, imported, manufactured, packaged, distributed,  
 20 marketed, sold, or offered for sale by Icicle Releasees or Downstream Releasee and in the stream  
 21 of commerce as of 30 days after the Effective Date. It is the intention of the Parties that this  
 22 Consent Judgment shall have preclusive effect such that no other actions by private enforcers,  
 23 whether purporting to act in his, her, or their interests or the public interest, shall be permitted to  
 24 pursue and take any action with respect to any violation of Proposition 65 based on exposure to  
 25 mercury from use of the Honey Boy Canned Mackerel, including all varieties and variations, that  
 26 was alleged in the Action, or that could have been brought pursuant to the Action against the  
 27 Icicle Releasees or the Downstream Releasees (“Proposition 65 Claims”). Icicle’s compliance  
 28

1 with the terms of this Consent Judgment constitutes compliance with Proposition 65 by Icicle  
2 regarding exposure to the mercury from the Product.

3       **4.2.** In addition to the foregoing, Plaintiff, on behalf of itself, its past and current  
4 agents, representatives, attorneys, and successors and assignees, and not in its representative  
5 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of  
6 legal action and releases Icicle, Icicle Releasees, and Downstream Releasees from any and all  
7 manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts,  
8 agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorney's fees,  
9 of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the  
10 future, with respect to any alleged violations of Proposition 65 related to or arising from the  
11 Product imported, manufactured, packaged, distributed, marketed, sold, or offered for sale by  
12 Icicle, Icicle Releasees, or Downstream Releasees. With respect to the foregoing waivers and  
13 releases in this paragraph, Plaintiff hereby specifically waives all rights and benefits which it now  
14 has, or in the future may have, conferred by virtue of the provisions of California Civil Code  
15 section 1542, which provides as follows:

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

22       **4.3.** Icicle waives any and all claims against Plaintiff, and its attorneys and other  
23 representatives, for any and all actions taken or statements made by Plaintiff and/or its attorneys  
24 and other representatives, whether in the course of investigating claims or otherwise seeking to  
25 enforce Proposition 65 against it in this matter.

26       **5.     ENTRY OF CONSENT JUDGMENT**

27       The Parties hereby request that the Court promptly enter this Consent Judgment as a  
28 consent judgment based on the motion for its approval Plaintiff will be making pursuant to  
Section 10 below. Upon entry of the Consent Judgment as a consent judgment, Plaintiff and

1 Icicle waive their respective rights to a hearing or trial on the allegations contained in the  
2 Complaint.

3 **6. SEVERABILITY**

4 If, subsequent to the execution of this Consent Judgment, any of the provisions of this  
5 Consent Judgment are deemed by a court to be unenforceable, the validity of the enforceable  
6 provisions remaining shall not be adversely affected but only to the extent the deletion of the  
7 provision deemed unenforceable does not materially affect, or otherwise result in the effect of the  
8 Consent Judgment being contrary to the intent of the Parties in entering into this Consent  
9 Judgment.

10 **7. GOVERNING LAW/ENFORCEMENT**

11 The terms of this Consent Judgment shall be governed by the law of the State of  
12 California and apply within the State of California. The rights to enforce the terms of this  
13 Consent Judgment are exclusively conferred on the Parties hereto. Subject to Section 2.4 of this  
14 Consent Judgment, any Party may, after providing sixty (60) days' written notice and meeting  
15 and conferring within a reasonable time thereafter to attempt to resolve any issues, by motion or  
16 application for an order to show cause before this Court, enforce the terms and conditions  
17 contained in this Consent Judgment. In the event that Proposition 65 or its regulations applicable  
18 to the Product are repealed, or are otherwise rendered inapplicable or invalid, including but not  
19 limited to by reason of law generally, due to federal preemption, or the First Amendment  
20 commercial speech rights of the U.S. Constitution, as determined by a court of competent  
21 jurisdiction or an agency of the federal government, then Icicle shall provide written notice to  
22 Plaintiff of any asserted repeal or determination. Upon Icicle's written notice, Icicle shall have no  
23 further obligations pursuant to this Consent Judgment to the extent such repeal or determination  
24 affects Icicle's obligations with respect to the Product.

25 **8. NOTICES**

26 Unless specified herein, all correspondence and notices required to be provided pursuant  
27 to this Consent Judgment shall be in writing and personally delivered or sent by: (i) First-Class  
28

1 U.S. Mail (registered or certified) return receipt requested; or (ii) overnight or two-day courier on  
2 any Party by the other Party to the following addresses:

3 For Icicle:

4 Bao M. Vu  
5 Stoel Rives LLP  
6 1 Montgomery Street, Suite 3230  
7 San Francisco, CA 94104  
8 Email: [bao.vu@stoel.com](mailto:bao.vu@stoel.com)

9 With a copy to:

10 Icicle Seafoods Inc.  
11 c/o Cooke Inc.  
12 1650 Granville Street, Suite 2101  
13 Halifax, NS B3J 0E1  
14 Attn: Rod Gould  
15 Email: [rgould@cookeaqua.com](mailto:rgould@cookeaqua.com)

16 with a copy to [legal@silverbayseafoods.com](mailto:legal@silverbayseafoods.com)

17 And

18 For Plaintiff:

19 George Rikos, Esq.  
20 Law Offices of George Rikos  
21 555 West Beech, Suite 500  
22 San Diego, CA 92101  
23 Email: [george@georgerikoslaw.com](mailto:george@georgerikoslaw.com)

24 Either Party, from time to time, may specify in writing to the other Party a change of address to  
25 which all notices and other communications shall be sent.

26 **9. COUNTERPARTS: SIGNATURES**

27 This Consent Judgment may be executed in counterparts and by facsimile or portable  
28 document format (.pdf or PDF) signature, each of which shall be deemed an original, and all of  
which, when taken together, shall constitute one and the same document.

1 **10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7,**  
2 **SUBDIVISION (f)**

3 Plaintiff agrees to comply with the reporting requirements referenced in Health & Safety  
4 Code section 25249.7, subdivision (f) and to seek, by formal and properly noticed motion  
5 (including with service to the Office of the California Attorney General being fully effectuated at  
6 least forty-five (45) days prior to a requested hearing thereon), approval of this Consent  
7 Judgment's terms pursuant to Proposition 65 and its associated entry as a consent judgment by the  
8 Court. This Consent Judgment shall not be effective until it is approved and entered by the Court  
9 and shall be null and void if, for any reason, it is not approved by the Court. This Consent  
10 Judgment shall not be offered or admitted for any purpose in any lawsuit, action, matter, or  
11 proceeding, except to enforce its terms as to the Product and Icicle's obligations hereunder.

12 **11. MODIFICATION**


13 Unless otherwise provided for herein, this Consent Judgment may be modified only by a  
14 written agreement of the Parties and approval of the Court, or upon a duly noticed motion of  
15 either Party for good cause shown. A showing of technical infeasibility or commercial  
16 unreasonableness in meeting the requirements of Section 2 with respect to the Product shall be  
17 deemed to constitute good cause for a modification to substitute an alternative no significant risk  
18 level on the basis of California Code of Regulations, title 27, section 25703, subdivision (b) and  
19 such a modification shall not be opposed by Plaintiff. Any proposed modification shall be sent to  
20 the Office of the California Attorney General in advance of its submission to the Court such that  
21 the Attorney General has a reasonable opportunity to review and comment thereon.

22 **12. ENTIRE AGREEMENT**

23 This Consent Judgment contains the sole and entire agreement of the Parties and any and  
24 all prior negotiations and understandings related hereto shall be deemed to have been merged  
25 within it. No representations or terms of agreement other than those contained herein exist or  
26 have been made by any Party with respect to the other Party or the subject matter hereof. This  
27 Consent Judgment shall have no effect if it is not approved by the Court and entered as a consent  
28 judgment.

1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read,  
3 understood, and agree to all of the terms and conditions contained in this Consent Judgment.

<p>4 <b>APPROVED AS TO FORM:</b></p> <p>5 Date: _____</p> <p>6 By: _____</p> <p>7 George Rikos Counsel to Plaintiff Blue Water Cosaint, LLC</p>	<p>4 <b>APPROVED AS TO FORM:</b></p> <p>5 Date: 3/18/2026</p> <p>6 By:  _____</p> <p>7 Bao Vu Counsel for Defendant Icicle Seafoods, Inc.</p>
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9 **AGREED TO:**


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

11 By: \_\_\_\_\_

12 Blue Water Cosaint, LLC

9 **AGREED TO:**

10 Date: 3/18/2026

11 By:  \_\_\_\_\_

12 Icicle Seafoods, Inc.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED THAT THE CONSENT JUDGMENT**  
14 **SET FORTH ABOVE SHALL PROMPTLY BE ENTERED AS A CONSENT JUDGMENT**  
15 **BY THIS COURT:**

16 DATED: \_\_\_\_\_

17 \_\_\_\_\_  
18 JUDGE OF THE SUPERIOR COURT

1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and have read,  
3 understood, and agree to all of the terms and conditions contained in this Consent Judgment.

<p>4 <b>APPROVED AS TO FORM:</b>  5 Date: <u>3/25/26</u>  6 By: <u>George Rikos</u>  7 George Rikos  8 Counsel to Plaintiff  Blue Water Cosaint, LLC</p>	<p><b>APPROVED AS TO FORM:</b>  Date: <u>3/18/2026</u>  By: <u>[Signature]</u>  Bao Vu  Counsel for Defendant  Icicle Seafoods, Inc.</p>
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9 **AGREED TO:**  
10 Date: \_\_\_\_\_  
11 By: [Signature]  
12 Blue Water Cosaint, LLC

**AGREED TO:**  
Date: 3/18/2026  
By: [Signature]  
Icicle Seafoods, Inc.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED THAT THE CONSENT JUDGMENT**  
14 **SET FORTH ABOVE SHALL PROMPTLY BE ENTERED AS A CONSENT JUDGMENT**  
**BY THIS COURT:**

15 DATED: \_\_\_\_\_

16 \_\_\_\_\_  
17 JUDGE OF THE SUPERIOR COURT