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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  
FOR THE COUNTY OF LOS ANGELES  
STANLEY MOSK COURTHOUSE

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

Plaintiff,

v.

RAPPAHANNOCK RIVER OYSTERS,  
LLC a Virginia limited liability company;  
and DOES 1-80,

Defendants.

Case No. 23STCV19296

AMENDED CONSENT JUDGMENT

Reservation No.: 516612140188

Date : April 15, 2025

Time : 9:30 a.m.

Dept. : 12

Judge: Hon. Barbara A. Meiers

Trial Date: November 1, 2024

**FILED**  
Superior Court of California  
County of Los Angeles

**APR 15 2025**

David W. Stayton, Executive Officer/Clerk of Court  
By: G. Vela, Deputy

**RECEIVED**

**APR 14 2025**

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1 products (the “First Notice Products”), or the alleged violations. RRO received the  
2 First Notice on November 28, 2022.

3 1.3 On February 26, 2024, Plaintiff served a 60-day notice of violation of  
4 Proposition 65 on the California Attorney General, the District Attorneys of every  
5 county in California, the City Attorneys of every California city with a population  
6 greater than 750,000, and to Defendants, alleging that Defendants violated Proposition  
7 65 by exposing persons in California to “Lead and lead compounds and cadmium” in (1)  
8 Rappahannock River Oysters and (2) Olde Salt Oysters, without first providing a clear  
9 and reasonable Proposition 65 warning (the “Second Notice”). The Second Notice is  
10 designated with Attorney General number 2024-00781. No public prosecutor has filed a  
11 complaint against Defendants with regard to these products (the “Second Notice  
12 Products”). RRO and Rapp Bar received the Second Notice on March 14, 2024.

13  
14  
15 1.4 On March 4, 2024, Plaintiff served a 60-day notice of violation of Proposition  
16 65 on the California Attorney General, the District Attorneys of every county in  
17 California, the City Attorneys of every California city with a population greater than  
18 750,000, and to Defendants, alleging that Defendants violated Proposition 65 by  
19 exposing persons in California to the Cadmium and Lead in (1) Unshucked Baja Oysters  
20 and (2) Bay Scallop without first providing a clear and reasonable Proposition 65  
21 warning (the “Third Notice”). The Third Notice is designated with Attorney General  
22 number 2024-00885. No public prosecutor has filed a complaint against Defendants  
23 with regard to these products (the “Third Notice Products”). RRO and Rapp Bar received  
24 the Third Notice on March 14, 2024.

25  
26 1.5 The “Notices” mean the First, Second and Third Notices.

1 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court  
2 has jurisdiction over the allegations of violations contained in the Notices and Complaint  
3 and personal jurisdiction over Defendants as to the acts alleged in the Notices and  
4 Complaint, that venue is proper in the County of Los Angeles, and that this Court has  
5 jurisdiction to enter and enforce this Consent Judgment as a full and final resolution of  
6 all claims which were or could have been asserted in the Complaint based on the facts  
7 alleged therein and in the Notices with respect to Covered Products manufactured,  
8 distributed, and/or sold by or on behalf of Defendants. Additionally, for purposes of this  
9 Consent Judgment, Defendants are deemed persons in the course of doing business in  
10 California and subject to the provisions of the Safe Drinking Water and Toxic  
11 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 et seq.  
12 (“Proposition 65”).  
13

14  
15 1.7 Defendants deny the allegations in the Notices and Complaint. Nothing in this  
16 Consent Judgment is or shall be construed as an admission by the Parties of any fact,  
17 conclusion of law, issue of law, or violation of law, nor shall compliance with the  
18 Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
19 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment  
20 shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may  
21 have in any other pending or future legal proceedings. This Consent Judgment is the  
22 product of negotiation and compromise and is accepted by the Parties solely for purposes  
23 of settling, compromising, and resolving issues disputed in this action.  
24

#### 25 DEFINITIONS

26  
27 2.1 The “Complaint” means the operative complaint filed on July 10, 2024, in the above-

captioned matter.

2.2 The "Covered Product(s)" means the First Notice Products, Second Notice Products, and Third Notice Products allegedly sold or supplied by the Defendants

2.3 The "Listed Chemical(s)" means lead, lead compounds, and cadmium.

2.4 The "Effective Date" means the date on which Defendants receive Notice of Entry of this Consent Judgment as a Judgment of the Court.

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 The term "Reasonably Foreseeable" means that a reasonable inquiry would have revealed to Defendants that a Distributor is likely to sell Covered Products to California. Some, but not all examples of such circumstances, include: where the Distributor is known to sell products online/over the internet, telephone, telephone applications (apps), or mail-order; maintains or intends to maintain storage, warehouse(s), brick-and-mortar retail establishment(s) located in California or near 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 is reasonably foreseeable to the Defendants to sell the Covered Product into California. This does not apply to any Covered Product that has left the possession of the Defendants.

### **INJUNCTIVE RELIEF**

3.1 Any Covered Products that a Defendant distributes into the State of California

1 after the Compliance Date, shall comply with the warning requirements of Section 3.2.

2 3.2 Warnings for Covered Products that require a Proposition 65 warning under this  
3 Consent Judgment, the warning must follow these requirements:

4 3.2.1. Warning Statement – The warning statement must comply with either Option 1,  
5 2, or 3 below.

6 A) Option 1, Long-Form Warning:

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

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

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

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

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

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

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

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

20 3.2.3 **Warning Method of Transmission**

21 3.2.3.1 The term “WARNING” shall be in bold and capitalized.

22 3.2.3.2 The warning statement shall be prominently displayed for the Covered Products  
23 (1) on the label of the Covered Product, or (2) on a placard, shelf tag, or sign, provided  
24 that the statement is displayed with such conspicuousness, as compared with other  
25 words, statements, or designs as to render it likely to be read and understood by an  
26

ordinary individual prior to sale.

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

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

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

3.2.3.6 The Parties agree that the Label Warning pictured in Exhibit A satisfies the requirements of Sections 3.2.1 and 3.2.3 above and all California statutory and regulatory requirements.

3.2.4 For any Covered Product sold by a Defendant over the internet, the warning shall also, in addition to the warning required in Sections 3.2.1 and 3.2.3 above, be prominently displayed as follows: (a) on the primary display page for the Covered Product, immediately following the Covered Product display or description; (b) as a clearly marked hyperlink using the word "WARNING" in all capital and bold letters on the Covered Product's primary display page; (c) on the checkout page or any other page in the checkout process when a California delivery address is indicated for any purchase of any Covered Product and with the warning clearly associated with the Covered Product to indicate that the product is subject to the warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If

1 the warning is provided using the short form warning label content pursuant to Section  
2 3.4.2(B) above, the warning provided on the website may use the same content. For a  
3 Defendant's internet/online sales, in addition to the online warning described above, the  
4 Defendant must also ensure a warning meeting the requirements of Section 3.2.2 appears  
5 on the label or packaging of the Covered Product.  
6

7 3.2.4.1 The Parties agree that the Internet Warning pictured in Exhibit B satisfies the  
8 requirements of Section 3.2.4 and all California statutory and regulatory requirements.

9 3.2.5 For any Covered Product that a Defendant is selling directly to the public for  
10 consumption in a restaurant in California, the warnings specified above shall not apply.  
11 Instead, the following warning shall be prominently displayed on the restaurant menu:  
12 "WARNING Certain foods and beverages sold or served here can expose you to  
13 chemicals including acrylamide in many fried or baked foods, mercury in fish, and  
14 cadmium and lead in shellfish, which are known to the State of California to cause  
15 cancer and birth defects or other reproductive harm. For more information go to  
16 [www.p65warnings.ca.gov/restaurant](http://www.p65warnings.ca.gov/restaurant)."  
17

18 3.2.5.1 The Parties agree that the Menu Warning pictured in Exhibit C satisfies the  
19 requirements of Section 3.2.5 and all California statutory and regulatory requirements.  
20

21 3.2.6 For any Covered Product that a Defendant is not Distributing into the State of  
22 California, but that the Defendant sells to any entity for the known purpose of resale into  
23 the State of California, the Defendant shall provide the written notice attached hereto as  
24 Exhibit D and warning materials. Confirmation of receipt of the notice must be received  
25 electronically or otherwise in writing from the entity or an authorized agent for the entity  
26 to which the Defendant sent the notice.  
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litigation enforcing Proposition 65 but excluding attorney fees; for publishing periodicals and other medias regarding public awareness about the issue of environmental pollution and presence of Proposition 65 chemicals in the environment and consumer products; donations and supplies, including but not limited to, water filters and air filters for public schools and communities, to regions impoverished by industrial pollution. And 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, Plaintiff's member's time for work done on investigations, office supplies, mailing supplies, service, and postage. Within 30 days of a request from the Attorney General, Plaintiff shall provide to the Attorney General copies of documentation demonstrating how the above funds have been spent. Plaintiff shall be solely responsible for ensuring the proper expenditure of such additional settlement payment.

4.1.3. Attorneys' Fees. Defendants shall pay \$118,800 to Poulsen Law P.C. (herein "Poulsen Law") as reimbursement of Plaintiff's attorney's fees and costs, including but not limited to expert and investigative costs, incurred in bringing this action.

#### 4.2 Delivery of Payment

4.2.1 Defendants shall pay the Total Settlement Amount by wire transfer to

1 Plaintiff counsel's escrow account, for which Plaintiff's counsel will give Defendants  
2 the necessary account information.

3 4.2.2. Plaintiff shall be solely responsible for allocating the Total Settlement  
4 Amount pursuant to Section 4. Upon request, Plaintiff or its legal counsel shall supply  
5 Defendants with a completed W-9 form.  
6

7 4.2.3. In the event that Defendants fail to remit the Total Settlement Amount  
8 owed under Section 4 of this Consent Judgment on or before the due date in Section 4.1,  
9 Defendants shall be deemed to be in material breach of its obligations under this  
10 Consent Judgment. Plaintiff shall provide written notice of the delinquency to  
11 Defendants via electronic mail. If Defendants fails to deliver the Total Settlement  
12 Amount within seven (7) days from the written notice, the Total Settlement Amount  
13 shall accrue interest at the statutory judgment interest rate provided in the California  
14 Code of Civil Procedure section 685.010. Additionally, Defendants agrees to pay  
15 Plaintiff's reasonable attorney's fees and costs for any efforts to collect the payment due  
16 under this Consent Judgment.  
17

### 18 **ENFORCEMENT**

19  
20 5.1 The Parties agree that any legal action to enforce this Consent Judgment shall be  
21 brought in Los Angeles County Superior Court. The Parties agree that Los Angeles County  
22 Superior Court has subject matter jurisdiction over the enforcement of this Consent  
23 Judgment and personal jurisdiction over Plaintiff and Defendants, and that venue is proper  
24 in Los Angeles County. Plaintiff and Defendants have the exclusive right to enforce the  
25 terms of the Consent Judgment. They may enforce any of the terms and conditions of this  
26

1 Consent Judgment only after that Party first provides thirty (30) days' notice to the other  
2 Party identifying a material noncompliance with the terms and conditions of this Consent  
3 Judgment (a "Notice of Violation of the Terms of the Consent Judgment") and attempts to  
4 resolve such Party's failure to comply in a good faith manner, subject to the specific  
5 provisions outlined below. Notwithstanding the immediately preceding sentence, Plaintiff  
6 may bring a motion or an action to enforce any breach of the settlement payment terms in  
7 Section 4 upon five (5) business days written notice by Plaintiff to the Defendants after  
8 Plaintiff follows the notice procedures.  
9

10  
11 5.2 Prior to bringing any motion, order to show cause, or other proceeding to  
12 enforce the terms of this Consent Judgment other than for failure to make payment, Plaintiff  
13 or Defendants shall serve the Notice of Violation of the Terms of the Consent Judgment  
14 ("NOV") via electronic mail to the Parties identified in Section 10. If the subject of the  
15 NOV concerns Covered Products, the NOV shall include for the Covered Product(s): the  
16 date(s) the alleged violation(s) was observed and the location at which the Covered  
17 Products were offered for sale and shall be accompanied by all test data and pictures of the  
18 Covered Products obtained by Plaintiff, and any other evidence or support for the  
19 allegations in the NOV.  
20

21 5.3 For a NOV concerning Covered Products, Defendants shall, within thirty  
22 (30) days following service of such NOV, provide Plaintiff with documentation that  
23 meets the following conditions:

24 5.3.1 The Covered Products were shipped by Defendants for sale in California  
25 before the Effective Date or are otherwise exempt, and  
26

27 5.3.2 Since receiving the NOV, Defendants has taken corrective action by  
28

1 either (i) requesting, in writing, with receipt confirmation, that its customers or stores in  
2 California, as applicable, remove the Covered Products identified in the NOV from sale  
3 in California and destroy or return the identified Covered Products to Defendants or  
4 vendor, as applicable, or (ii) providing a clear and reasonable warning for the Covered  
5 Products identified in the NOV pursuant to Section 3 above.  
6

7 5.4 Plaintiff shall take no further action to enforce the alleged violation(s) of this  
8 Consent Judgment if the documentation called for in this section satisfies the requirements  
9 of Sections 5.3.1 or 5.3.2 above.

10 5.5 After thirty (30) days pass from the date Plaintiff serves an NOV, if a dispute  
11 remains as to compliance with the terms and conditions of this Consent Judgment, the  
12 Parties shall meet and confer pursuant to Section 13.1 below to resolve the matter for a  
13 period of no less than an additional thirty (30) days during which time Defendants may  
14 cure any purported deficiency. Should the purported deficiency not be cured, then after  
15 the additional thirty (30) days, Plaintiff may take any further legal action to enforce this  
16 Consent Judgment.  
17

18 **BINDING EFFECT: CLAIMS COVERED AND RELEASED**  
19

20 6.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff,  
21 on behalf of itself and in the public interest, and its respective principals, officers, directors,  
22 employees, parents, subsidiaries, executors, administrators, successors, and assigns, on the  
23 one hand, and Defendants, on behalf of themselves, and their respective owners, principals,  
24 shareholders, officers, directors, employees, parent companies, subsidiaries, heirs, executors,  
25 divisions, administrators, predecessors, successors and assigns, on the other, of any alleged  
26 violation of Proposition 65 or its implementing regulations for failure to provide Proposition  
27  
28

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

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

6.3 It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be discovered. Plaintiff on behalf of itself only, and Defendants on behalf of themselves

1 only, acknowledge that this Consent Judgment is expressly intended to cover and include all  
2 such claims up through and including the Effective Date, including all rights of action  
3 therefor. Plaintiff and Defendants acknowledge that the claims released in Sections 6.1 and  
4 6.2 above may include unknown claims, and nevertheless waive California Civil Code  
5 section 1542 and any federal or state law of similar effect as to any such unknown claims.  
6 California Civil Code section 1542 reads as follows:  
7

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
9 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST  
10 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND  
11 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED  
12 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.  
13

14 6.4 Plaintiff on behalf of itself only, and Defendants on behalf of themselves only,  
15 acknowledge and understand the significance and consequences of this specific waiver of  
16 California Civil Code section 1542.  
17

18 6.5 The Parties agree that compliance with the terms of this Consent Judgment shall  
19 constitute compliance by any Released Party with Proposition 65 regarding alleged  
20 exposures to the Listed Chemicals in the Covered Products manufactured, purchased,  
21 distributed, or sold by Defendants after the Effective Date. This release shall not apply to  
22 any entity who received a written notice pursuant to paragraph 3.2.6 and fails to provide a  
23 warning as indicated in Exhibit D.  
24

25 6.6 Public Benefit. It is the Parties' understanding that the commitments Defendants  
26 have agreed to herein, and actions to be taken by Defendants under this Consent Judgment,  
27 would confer a significant benefit to the general public, as set forth in Code of Civil  
28

1 Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the  
2 Parties that to the extent any other private party initiates an action alleging a violation of  
3 Proposition 65 with respect to Defendants' or Releasees' failure to provide a warning  
4 concerning exposure to the Listed Chemicals in the Covered Products, such private party  
5 action would not confer a significant benefit on the general public as to those Products  
6 addressed in this Consent Judgment, provided that Defendants are in material compliance  
7 with this Consent Judgment  
8

9  
10 **SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

14 **GOVERNING LAW**

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

17  
18 **9. MODIFICATION**

19 9.1 This Consent Judgment after its entry by the Court may be modified by  
20 stipulation of the Parties with the approval of the Court or by an order of this Court on  
21 noticed motion by a Party in accordance with law. Any Party seeking to modify this  
22 Consent Judgment must notify the other Party in writing, and the Parties shall thereafter  
23 attempt in good faith to meet and confer with the other Party prior to filing a motion to  
24 modify the Consent Judgment. If the Parties are unable to resolve their dispute  
25 informally within sixty (60) days after the date of the written notification, the Party that  
26



1 issued the written notification to seek the modification may bring a motion or proceeding  
2 to seek judicial relief as to the requested modification.

3 9.2 In any stipulated modification to the Consent Judgment, the Party requesting the  
4 modification shall prepare the draft motion or application to modify the Consent  
5 Judgment.  
6

7 **PROVISION OF NOTICE**

8 10.1 All notices required to be given to either Party to this Consent Judgment by the  
9 other shall be in writing and sent to the following agents listed below via both email and  
10 first-class mail.  
11

12 For Plaintiff:  
13 Aida Poulsen  
14 Poulsen Law P.C.  
15 15303 Ventura Blvd., 9<sup>th</sup> Floor  
16 Sherman Oaks, CA 91403  
17 Tel: + 1(650) 296 1014 Direct  
18 [ap@poulsenlaw.org](mailto:ap@poulsenlaw.org)

19 For Defendants:  
20 Jonathan Welner  
21 Crowell & Moring, LLC  
22 3 Embarcadero Center, 26th Floor  
23 San Francisco, CA 94111  
24 Telephone: 415-986-2800  
25 [jwelner@crowell.com](mailto:jwelner@crowell.com)

26 **EXECUTION AND COUNTERPARTS**

27 11.1 This Consent Judgment may be executed in counterparts, which taken together  
28 shall be deemed to constitute one document. A facsimile or .pdf signature shall be  
construed to be as valid as the original signature.

1 **DRAFTING**

2  
3 12.1 The terms of this Consent Judgment have been reviewed by the respective  
4 counsel for each Party prior to its signing, and each Party has had an opportunity to fully  
5 discuss the terms and conditions with legal counsel. The Parties agree that, in any  
6 subsequent interpretation and construction of this Consent Judgment, no inference,  
7 assumption, or presumption shall be drawn, and no provision of this Consent Judgment  
8 shall be construed against any Party, based on the fact that one of the Parties and/or one  
9 of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent  
10 Judgment. It is conclusively presumed that all of the Parties participated equally in the  
11 preparation and drafting of this Consent Judgment.  
12

13 **GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

14  
15 13.1 If a dispute arises with respect to either Party's compliance with the terms of this  
16 Consent Judgment, the Parties shall meet and confer in person, by telephone, and/or in  
17 writing, and endeavor to resolve the dispute in an amicable manner. No action or motion  
18 may be filed in the absence of such a good faith attempt to resolve the dispute  
19 beforehand.  
20

21 **ENTIRE AGREEMENT, AUTHORIZATION**

22 14.1 This Consent Judgment contains the sole and entire agreement and  
23 understanding of the Parties with respect to the entire subject matter herein, and any and all  
24 prior discussions, negotiations, commitments, and understandings related hereto. No  
25 representations, oral or otherwise, express or implied, other than those contained herein have  
26 been made by any Party. No other agreements, oral or otherwise, unless specifically referred  
27

1 to herein, shall be deemed to exist or to bind any Party.

2 14.2 Each signatory to this Consent Judgment certifies that he or she is fully  
3 authorized by the Party he or she represents to stipulate to this Consent Judgment.  
4

5 **COURT APPROVAL**

6 15.1 Plaintiff shall file a motion seeking approval of this Consent Judgment pursuant  
7 to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,  
8 Plaintiff and Defendants waive their respective rights to a hearing or trial on the allegations  
9 of the Complaint.  
10

11 15.2 The Parties shall make all reasonable efforts possible to have the Consent  
12 Judgment approved by the Court. For purposes of this Section, "reasonable efforts" shall  
13 include, at minimum, cooperating with the drafting and filing of the necessary moving  
14 papers, and supporting the motion for judicial approval.  
15

16 15.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent  
17 Judgment and any and all prior agreements between the Parties merged herein shall  
18 terminate and become null and void, and the actions shall revert to the status that existed  
19 prior to the execution date of this Consent Judgment; (b) no term of this Consent  
20 Judgment or any draft thereof, or of the negotiation, documentation, or other part or  
21 aspect of the Parties' settlement discussions, shall have any effect, nor shall any such  
22 matter be admissible in evidence for any purpose in this Action, or in any other  
23 proceeding; and (c) the Parties agree to meet and confer to determine whether to modify  
24 the terms of the Consent Judgment and to resubmit it for approval.  
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16. Plaintiff shall serve a copy of this Consent Judgment, signed by the parties, on the California Attorney General so that the Attorney General may review this Consent Judgment prior to its approval by the Court.

**ATTORNEY FEES**

17. Except as specifically provided in section 4.1.3, each party shall bear its own costs and attorney fees in connection with this action.

## RETENTION OF JURISDICTION

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

IT IS SO STIPULATED:

Dated: April 8, 2025

RAPPAHANNOCK RIVER OYSTERS,  
LLC.

AL

Signature

Ryan Croxton

Printed Name

Co-Owner

## Title

0477-2025

1 Dated: April 8, 2025

RAPP BAR DTLA LLC

2  
3 

4 Signature

5 Ryan Croxton


6 Printed Name

7 Co-Owner

8 Title

9 Dated: April 10, 2025

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

13 

14 Signature

15 David Steinman

16 Printed Name

17 Chief Officer

18 Title

19 **ORDER AND JUDGMENT**

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

22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23  
24 Dated: 4/15/25

25   
26 Judge of the Superior Court

EXHIBIT A

Label Warning

PERISHABLE; KEEP REFRIGERATED. PRODUCT OF THE USA

---

DEALER DEALER DEALER DEALER DEALER DEALER DEALER

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**Rappahannock Oyster Company**  
PO Box 88, Topping, VA, 23169, USA | (P) (804) 204-1709 |  
RROYSTERS.com | Cert #: VA 1616 SS

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BRAND	TRACEABILITY LOT CODE
<b>Rappahannocks</b>	<b>RAP20250861GYN</b>
ORIGINAL SHIPPER (IF OTHER THAN ABOVE)	HARVEST DATE   START TIME
<b>VA 1251 SS</b>	<b>26 Mar 2025   7:30 am</b>
HARVEST LOCATION	TYPE
<b>Rappahannock River, 22490</b>	<b>Farmed USA Eastern Oyster</b>
QUANTITY	SHIP DATE
<b>100 Ct.</b>	<b>27 Mar 2025</b>

---

CUSTOMER

SHIP TO ADDRESS

---

THIS TAG IS REQUIRED TO BE ATTACHED UNTIL CONTAINER IS EMPTY OR RETAGGED AND THEREAFTER KEPT ON FILE, IN CHRONOLOGICAL ORDER, FOR 90 DAYS. RETAILERS: DATE WHEN LAST SHELLFISH FROM THIS CONTAINER IS SOLD OR SERVED (INSERT DATE)


---

RETAILERS, INFORM YOUR CUSTOMERS: CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

⚠️WARNING: CONSUMING THIS PRODUCT CAN EXPOSE YOU TO CHEMICALS INCLUDING LEAD AND CADMIUM, WHICH ARE 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)

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PERISHABLE; KEEP REFRIGERATED.



PRINTED WITH BLUETRACE. BLUE-TRACE.COM

EXHIBIT B

Website Warning

ABOUT US CONTACT US FREQUENT QUESTIONS

Rappahannock  
— OYSTER CO. —

Search SIGN IN CART 0

ABOUT US ABOUT OUR OYSTERS ONLINE STORE RESTAURANTS CATERING

HOME / ONLINE STORE / OYSTERS & CLAMS / RAPPAHANNOCK RIVER OYSTERS® (SWEET)



**RAPPAHANNOCK RIVER OYSTERS®  
(SWEET)**

ORIGIN: *Topping, Virginia*  
SPECIES: *Crassostrea virginica (native)*  
SALT RANGE: *13-17 ppt.*  
PACKAGING: *Shipped live, in shell, in an insulated container at a temperature between 35 and 45 degrees.*

Deep cupped and mineral rich, with an understated saltiness that lets the oyster's natural flavor come through, our Rappahannocks offer up a sweet, buttery, full-bodied taste with a refreshingly clean, crisp finish.

Do you have a question about how we ship our oysters and clams? Want to know about shelf life and storage when you receive them? See our Frequent Questions.

California Warning (Prop 65) +

CHOOSE PACKAGE SIZE:

☐ 25 Count \$25.00  
☐ 50 Count \$50.00  
☐ 75 Count \$75.00  
☐ 100 Count \$100.00

ADD CHIPOTLE BBQ BUTTER (8OZ PACK):  
No Thanks

NEW! SELECT SUBSCRIPTION  
One Time Purchase

Qty  
- 1 +

ADD TO CART



## RAPPAHANNOCK RIVER OYSTERS® (SWEET)

SKU: rappahannock-river-oysters

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Do you have a question about how we ship our oysters and clams? Want to know about shelf life and storage when you receive them?

See our [Frequent Questions](#).

California Residents: Prop 65 Warning

**⚠️ WARNING:** Consuming this product can expose you to chemicals including lead and cadmium, which are 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) **⚠️**





## EXHIBIT C

### Menu Warning

grilled sweet corn, chili lime butter, hot  
Cheeto salt, micro cilantro - 12

#### CRISPY BRUSSELS SPROUTS

lemon, capers, everything spice - 16

#### CRISPY OYSTERS

remoulade, lemon - 17

#### LOBSTER MAC & CHEESE

Vermont cheddar, shell pasta - 31

#### RAPP FRIES

Old Bay seasoning - 8

\*Add truffle - 4

#### KIMCHI LOCO MOCO

kimchi rice, 7oz beef patty, caramelized  
onions, sunny-side up egg, loco moco sauce  
- 22

#### MAR Y TIERRA TACOS

ribeye steak, shrimp, Chef's chapa sauce,  
monterrey cheese, cabbage, side of pico de  
gallo - 28

#### SEAFOOD PAELLA

mussels, clams, scallops, lobster, lamb  
sausage, peas, carrots, saffron broth - 65

brussels, teriyaki glaze, Chef's hot sauce,  
sesame seeds - 26

#### TUNA MELT

poached tuna, comeback sauce, celery,  
lettuce, onions, country white bread - 18

#### FRIED SHRIMP PO' BOY

fried shrimp, cajun ranch, Napa jalapeno slaw,  
tofu dressing, telera roll - 22

### DESSERTS

#### BEIGNETS

powdered sugar & caramel dip - 14

#### BANANA BREAD PUDDING

with cinnamon ice cream & cajete - 14

**⚠ WARNING:** CERTAIN FOODS AND BEVERAGES SOLD OR SERVED HERE CAN EXPOSE YOU TO CHEMICALS INCLUDING ACRYLAMIDE IN MANY FRIED OR BAKED FOODS, MERCURY IN FISH, AND CADMIUM AND LEAD IN SHELLFISH, WHICH ARE 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/RESTAURANT](http://WWW.P65WARNINGS.CA.GOV/RESTAURANT).

\*CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

1318 E 7th STREET SUITE 154, LOS ANGELES, CA 90021  
(navigate to ROW DTLA at 777 S Alameda Street, enter via Center Street)

Kindly Note a 20% Gratuity Will Be Applied to All Parties of 8 or More



@RAPPBARDTLA

RAPPBARDTLA.COM

1 **EXHIBIT D**

2  
3 **Notice to Resellers**

4 This is to notify you that Rappahannock River Oysters ("RRO") has entered into a  
5 settlement with The Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc.  
6 ("HLF") regarding alleged violations of California Health and Safety Code §§ 25246.5 et seq.  
7 ("Proposition 65") regarding the following products 'Covered Products:'

- 8  
9 a. Rappahannock River Oysters (sweet) SKU: rappahannock-river-oysters  
10 b. Rochambeau Oysters (mild) SKU: stingray-oysters  
11 c. Olde Salt Oysters (briny) SKU: olde-salt-oysters  
12 d. Olde Salt Clams, SKU: olde-salt-clams  
13 e. Rappahannock River Oysters  
14 f. Olde Salt Oysters  
15 g. Unshucked Baja Oysters  
16 h. Bay Scallop

17 Under the terms of this settlement, RRO is providing the following notice to you  
18 regarding the Covered Products.

19 For any Covered Product sold by you or your downstream distributors, customers,  
20 retailers (collectively "Buyers") in or to California, you or the Buyer must provide a warning to  
21 the consumer which meets the requirements of California Proposition 65.

22 **The tag attached to the bags containing the Covered Products satisfies the**  
23 **requirements of Proposition 65.**

24 If you sell the Covered Products without the tag, or if you sell the Covered Products via  
25 the internet, you must satisfy the following requirements of Proposition 65:  
26

Content Requirements:

The warning shall be in one of the following forms:

A) Option 1, Long-Form Warning:

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

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

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

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

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

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

Method of Transmission:

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

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

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

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

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

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

Please confirm receipt of this notice.