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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 EMA BELL,

12 Plaintiff,

13 v.

14 COLEWILL Aidan, LLC, GEOMAR S.A.

15 Defendants.

Case No.: CGC-24-614422

**[PROPOSED] CONSENT
JUDGMENT**

Judge: Richard B. Ulmer

Dept.: 302

Hearing Date: October 31, 2024

Hearing Time: 9:30 AM

Complaint Filed: May 6, 2024

1 **1. INTRODUCTION**

2 1.1 **The Parties.** This Consent Judgment is entered into by and between Ema Bell acting
3 on behalf of the public interest (hereinafter “Bell”) on the one hand, and defendants Geomar, S.A.
4 (“Geomar”) and Colewillaidan, LLC (“Colewillaidan”) (collectively, “Defendants” and each a
5 “Defendant”) on the other hand, with Bell and Defendants collectively referred to as the “Parties”
6 and each of them as a “Party.” Bell is an individual residing in California that seeks to promote
7 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating
8 hazardous substances contained in consumer products. Each Defendant is alleged to be a person in
9 the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§ 25249.6
10 et seq.

11 1.2 **Allegations and Representations.** Bell alleges that Defendants have exposed
12 individuals to lead and/or cadmium from their sales of (a) Clams, (b) Crabs, and (c) Mussels without
13 providing clear and reasonable exposure warnings pursuant to Proposition 65. Lead and cadmium
14 are listed pursuant to Proposition 65 as chemicals known to the State of California to cause cancer
15 and birth defects or other reproductive harm.

16 1.3 **Notices of Violation/Action.** On or about July 28, 2023, Bell served Colewillaidan
17 and various public enforcement agencies with documents entitled “60-Day Notice of Violation”
18 pursuant to Health & Safety Code §25249.7(d) (the “July Notice”), alleging that Colewillaidan
19 violated Proposition 65 for failing to warn consumers and customers that consumption of “Cole’s
20 Clams” and “Cole’s Crabs” expose consumers in California to lead. No public enforcer has brought
21 and is diligently prosecuting the claims alleged in the July Notice.

22 On or about May 6, 2024, Bell served Defendants and various public enforcement agencies
23 with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
24 §25249.7(d) (the “First May Notice”), alleging that Defendants violated Proposition 65 for failing
25 to warn consumers and customers that consumption of Mussels, including but not limited to
26 “Cole’s Mussels,” exposes consumers in California to lead and cadmium. No public enforcer has
27 brought and is diligently prosecuting the claims alleged in the First May Notice.

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1 On or about May 6, 2024, Bell served Defendants and various public enforcement agencies
2 with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
3 §25249.7(d) (the “Second May Notice”), alleging that Defendants violated Proposition 65 for
4 failing to warn consumers and customers that consumption of Clams, including but not limited to
5 “Cole’s Clams,” exposes consumers in California to lead and cadmium. No public enforcer has
6 brought and is diligently prosecuting the claims alleged in the Second May Notice.

7 On or about May 6, 2024, Bell served Defendants and various public enforcement agencies
8 with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
9 §25249.7(d) (the “Third May Notice”), alleging that Defendants violated Proposition 65 for failing
10 to warn consumers and customers that consumption of Crabs, including but not limited to Cole’s
11 “Snow Crab,” exposes consumers in California to lead. No public enforcer has brought and is
12 diligently prosecuting the claims alleged in the Third May Notice.

13 The July Notice, the First May Notice, the Second May Notice, and the Third May Notice
14 are collectively referred to herein as, the “Notices.”

15 1.4 On May 6, 2024, Bell filed a complaint that brought claims pertaining to the July
16 Notice (the “Complaint”). On September 6, 2024, Bell filed a first amended complaint alleging
17 claims pertaining to the Notices (the “First Amended Complaint”). The Complaint and the First
18 Amended Complaint are collectively referred to herein as, the “Action.”

19 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
20 jurisdiction over Defendants as to the allegations contained in the Action filed in this matter, that
21 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
22 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
23 of all claims which were or could have been raised in the Action based on the facts alleged therein
24 and in the Notices.

25 1.6 Defendants deny the material allegations contained in the Notices and Action and
26 maintain that they have not violated Proposition 65. Nothing in this Consent Judgment shall be
27 construed as an admission by Defendants of any fact, finding, issue of law, or violation of law; nor
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1 shall compliance with this Consent Judgment constitute or be construed as an admission by
2 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
3 denied by Defendants. However, this section shall not diminish or otherwise affect the obligations,
4 responsibilities, and duties of Defendants under this Consent Judgment.

5 **2. DEFINITIONS**

6 2.1 **Covered Products.** The term “Covered Product(s)” mean all (a) Clams, (b) Crabs,
7 and (c) Mussels that are manufactured, distributed, shipped into California and offered for sale in
8 California by Defendants.

9 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
10 entered as a Judgment of the Court.

11 **3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS**

12 **3.1 Reformulation of Covered Products.** Commencing within sixty (60) days after the
13 Effective Date, and continuing thereafter, Covered Products that Defendants directly manufacture,
14 import, distribute, sell, or offer for sale in California shall either be: (a) reformulated Products
15 pursuant to §§ 3.2 – 3.3, below; or (b) labeled with or accompanied by a clear and reasonable
16 exposure warning pursuant to §§ 3.4 - 3.5, below. For purposes of this Settlement Agreement, a
17 “Reformulated Product” is a Covered Product that is in compliance with the standards set forth in
18 §§ 3.2 – 3.3, below. The warning requirement set forth in §§ 3.4 - 3.5 shall not apply to any
19 Reformulated Product and/or to any Product that entered the stream of commerce prior to, or within
20 60 days after the Effective Date. For the avoidance of doubt, Covered Products in the stream of
21 commerce specifically include, but are not limited to, Covered Products in the process of
22 manufacture.

23 **3.2 Lead Reformulation Standard.** “Reformulated Lead Products” shall mean
24 Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead per
25 serving size when analyzed pursuant to AOAC Official Method 2015.01. For the purpose of this
26 Consent Judgment, the amount of lead a person is exposed to from a Covered Product shall be
27 calculated using the following formula: micrograms of lead per gram of Covered Product,
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1 multiplied by grams of Covered Product per serving size of the Covered Product (using the largest
2 serving size appearing on the Covered Product label), multiplied by servings of the Covered
3 Product per day (using the largest number of servings in a recommended dosage appearing on the
4 label), which equates to micrograms of lead exposure per day. If the Covered Product label contains
5 no recommended daily servings, then the number of recommended daily servings shall be one (1).

6 **3.3 Cadmium Reformulation Standard.** “Reformulated Cadmium Products” shall
7 mean Covered Products that expose a person to an exposure level of less than 4.1 micrograms of
8 cadmium per serving size when analyzed pursuant to AOAC Official Method 2015.01. For the
9 purpose of this Consent Judgment, the amount of lead a person is exposed to from a Covered
10 Product shall be calculated using the following formula: micrograms of cadmium per gram of
11 Covered Product, multiplied by grams of Covered Product per serving size of the Covered Product
12 (using the largest serving size appearing on the Covered Product label), multiplied by servings of
13 the Covered Product per day (using the largest number of servings in a recommended dosage
14 appearing on the label), which equates to micrograms of cadmium exposure per day. If the Covered
15 Product label contains no recommended daily servings, then the number of recommended daily
16 servings shall be one (1).

17 **3.4 Clear and Reasonable Warning.** Commencing within 60 days after the Effective
18 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.4
19 and 3.5 must be provided for all Covered Products that Defendants manufacturer, import, distribute,
20 sell, or offer for sale in California that is not a Reformulated Product. There shall be no obligation
21 for Defendants to provide an exposure warning for Covered Products that entered the stream of
22 commerce prior to, or within 60 days after the Effective Date. The warning shall consist of either
23 the **Warning** or **Alternative Warning** described in §§ 3.4(a) - (f):

24 (a) **Warning.** If a Covered Product creates an exposure to lead only, the
25 “Warning” shall consist of the statement:

26 **[CALIFORNIA] WARNING:** Consuming this product can expose you to
27 chemicals including lead, which is known to the State of California to cause
28 [cancer and] birth defects or other reproductive harm. For more information
go to www.P65Warnings.ca.gov/food.

1 Defendants shall use the phrase “cancer and” in the **Warning** only if the daily lead exposure
2 level is greater than 15 micrograms of lead as determined pursuant to the test methodology
3 identified in § 3.2.

4 (b) **Warning.** If a Covered Product creates an exposure to cadmium only, the
5 “Warning” shall consist of the statement:

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

10 (c) **Warning.** If a Covered Product creates an exposure to lead *and* cadmium,
11 the “Warning” shall consist of the statement:

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

16 Defendants shall use the phrase “cancer and” in the **Warning** only if the daily lead exposure
17 level is greater than 15 micrograms of lead as determined pursuant to the test methodology
18 identified in § 3.2 or if Defendants have reason to believe that another Proposition 65 listed
19 chemical is present at a level requiring the cancer warning. As identified in the brackets, the
20 **Warning** shall appropriately reflect whether there is lead, cadmium, or multiple chemicals in the
21 Covered Product, but if there is a chemical present at a level that requires a cancer warning, the
22 chemical requiring use of the phrase “cancer and” in the **Warning** shall *always* be identified.

23 (d) **Alternative Warning:** For each Covered Product Defendants may, but are
24 not required to, use the alternative short-form warning as set forth in this § 3.4(d) (“**Alternative**
25 **Warning**”) as follows:

26 **[CALIFORNIA] WARNING:** Cancer and Reproductive Harm -
27 www.P65Warnings.ca.gov/food

28 Any **Warning** provided pursuant to § 3.4 must print the word “[**CALIFORNIA**]
WARNING:” in all capital letters and in bold font, followed by a colon. The **Warning**,
Alternative Warning shall be affixed to or printed on the Products’ packaging or labeling, or on a
placard, shelf tag, sign or electronic device or automatic process, provided that the **Warning** or

1 **Alternative Warning** is displayed with such conspicuousness, as compared with other words,
2 statements, or designs as to render it likely to be read and understood by an ordinary individual
3 under customary conditions of purchase or use. If Defendants elect to warn with the **Warning** or
4 **Alternative Warning**, the **Warning** or **Alternative Warning** may be contained in the same
5 section of the packaging, labeling, or instruction booklet that states other safety warnings, if any,
6 concerning the use of the Product and shall be at least the same size as those other safety warnings.
7 Where the **Warning** or **Alternative Warning** is provided on the food product label, it must be set
8 off from other surrounding information, and Defendants shall enclose the **Warning** or **Alternative**
9 **Warning** in a black box and comply with the content requirements specified in Section 25607.2.
10 If “consumer information,” as that term is defined in Title 27, California Code of Regulations,
11 Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language,
12 Defendants shall provide the **Warning**, **Alternative Warning**, or **Retail Seller Warning** in the
13 foreign language in accordance with applicable warning regulations adopted by the State of
14 California’s Office of Environmental Health Hazard Assessment (“OEHHA”).

15 In addition to affixing the **Warning** or **Alternative Warning** to the Product’s packaging or
16 labeling, the **Warning** or **Alternative Warning** shall be posted on websites where Defendants
17 offer Covered Products for sale to consumers in California. The requirements of this Section shall
18 be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink using the word
19 “**WARNING**,” appears on the product display page, or by otherwise prominently displaying the
20 warning to the purchaser prior to completing the purchase. To comply with this Section, Defendants
21 shall (a) post the **Warning** or **Alternative Warning** on their own website and, if they have the
22 ability to do so, on the websites of third-party internet sellers Defendants authorize to sell Covered
23 Products; and (b) if they do not have the ability to post the **Warning** or **Alternative Warning** on
24 the websites of third-party internet sellers they authorize to sell Covered Products, provide such
25 authorized third-party sellers with written notice in accordance with Title 27, California Code of
26 Regulations, Section 25600.2. Authorized third-party internet sellers of the Product that have been
27 provided with written notice in accordance with Title 27, California Code of Regulations, Section
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1 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning
2 requirements of this Section. Defendants shall not be responsible for posting the **Warning** or
3 **Alternative Warning** on the websites of third-party internet sellers who are not authorized by
4 Defendants to sell Covered Products or who are not authorized by Defendants' retail sellers to sell
5 Covered Products supplied by Defendants, and such unauthorized third-party internet sellers are
6 not released pursuant to Section 5 of this Agreement.

7 **3.6 Compliance with Warning Regulations.** The Parties agree that Defendants shall
8 be deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
9 Settlement Agreement or by complying with warning regulations adopted by the State of
10 California's OEHHA applicable to the Covered Products and the exposures at issue. If OEHHA
11 adopts new warning regulations applicable to the Covered Products and exposures at issue,
12 Defendants may choose to provide these warnings at their discretion.

13 **4. MONETARY TERMS**

14 **4.1 Civil Penalty.** Defendants shall pay \$9,000.00 as a Civil Penalty pursuant to Health
15 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
16 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
17 Civil Penalty remitted to Bell, as provided by California Health & Safety Code § 25249.12(d).

18 **4.1.1** Within ten (10) days of the Effective Date, Defendants shall issue two
19 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$6,750.00; and
20 to (b) "Ema Bell" in the amount of \$2,250.00. Payment owed to Bell pursuant to this Section
21 shall be delivered to the following payment address:

22 Evan J. Smith, Esquire
23 Brodsky Smith
24 Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

25 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
26 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

27 For United States Postal Service Delivery:

28 Mike Gyurics

1 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
2 P.O. Box 4010
Sacramento, CA 95812-4010

3 For Non-United States Postal Service Delivery:

4 Mike Gyurics
Fiscal Operations Branch Chief
5 Office of Environmental Health Hazard Assessment
1001 I Street
6 Sacramento, CA 95814

7 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth
8 above as proof of payment to OEHHA.

9 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Defendants shall pay
10 \$38,000.00 to Brodsky Smith as complete reimbursement for Bell's attorneys' fees and costs
11 incurred as a result of investigating, bringing this matter to the attention of Defendants, litigating
12 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
13 Code of Civil Procedure § 1021.5.

14 **5. RELEASE OF ALL CLAIMS**

15 5.1 This Consent Judgment is a full, final, and binding resolution between Bell acting
16 on her own behalf, and on behalf of the public interest, and Defendants, and their parents,
17 shareholders, members, directors, officers, managers, employees, representatives, agents,
18 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
19 predecessors, successors and assigns ("Defendants Releasees"), and all entities from whom they
20 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but
21 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees
22 retailers, including but not limited to World Market Management Services, LLC, Trader Joe's
23 Company, Amazon.com Services LLC; and Amazon.com, Inc., and each of these entities' parents,
24 subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream Releasees"), of
25 all claims for violations of Proposition 65 that could be brought based on exposures to lead from
26 Crabs and exposures to lead and/or cadmium from Clams and Mussels manufactured, distributed,
27 or sold by Defendants within 60 days after the Effective Date, as set forth in the Notices. It is the
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1 intention of the Parties that this Consent Judgment shall have preclusive effect such that no other
2 actions by private enforcers, whether purporting to act in his, her, or their interests or the public
3 interest, shall be permitted to pursue and take any action with respect to any violation of Proposition
4 65 based on exposure to lead and/or cadmium from use of the Covered Products that was alleged
5 in the Complaint, or that could have been brought pursuant to the Notices against Defendants and
6 the Downstream Releasees (“Proposition 65 Claims”). Defendants’ compliance with the terms of
7 this Consent Judgment constitutes compliance with Proposition 65 by Defendants with regard to
8 exposure to lead and/or cadmium from consumption of Clams and Mussels; and with regard to
9 exposure to lead from consumption of Crabs.

10 5.2 In addition to the foregoing, Bell, on behalf of herself, her past and current agents,
11 representatives, attorneys, and successors and assignees, and *not* in her representative capacity,
12 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action
13 and releases Defendants, Defendants Releasees, and Downstream Releasees from any and all
14 manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts,
15 agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys’ fees, of
16 any nature whatsoever, known or unknown, in law or equity, fixed or contingent, now or in the
17 future, with respect to any alleged violations of Proposition 65 related to or arising from Covered
18 Products manufactured, distributed, or sold by Defendants, Defendants Releasees or Downstream
19 Releasees. With respect to the foregoing waivers and releases in this paragraph, Bell hereby
20 specifically waives any and all rights and benefits which she now has, or in the future may have,
21 conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides as
22 follows:

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

27 5.3 Defendants waive any and all claims against Bell, her attorneys and other
28 representatives, for any and all actions taken, or statements made (or those that could have been

1 taken or made) by Bell and her attorneys and other representatives, whether in the course of
2 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter,
3 and with respect to Covered Products.

4 **6. INTEGRATION**

5 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
6 any and all prior negotiations and understandings related hereto shall be deemed to have been
7 merged within it. No representations or terms of agreement other than those contained herein exist
8 or have been made by any Party with respect to the other Party or the subject matter hereof.

9 **7. GOVERNING LAW**

10 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
11 California and apply within the State of California. In the event that Proposition 65 is repealed or
12 is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then
13 Defendants may move to modify this Consent Judgment to reflect such changes to the law, as set
14 forth in Section 11.

15 **8. NOTICES**

16 8.1 Unless specified herein, all correspondence and notices required to be provided
17 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
18 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
19 by the other party at the following addresses:

20 For Defendants:

For Bell:

21 David Barnes
22 Hogan Lovells US LLP
23 4 Embarcadero Center, Ste. 3500
San Francisco, CA 94111

Evan Smith
Brodsky Smith
9465 Wilshire Blvd., Ste. 300
Beverly Hills, CA 90212

24 Any 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.
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9. COUNTERPARTS; FACSIMILE SIGNATURES

9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

10.1 Bell agrees to comply with the requirements set forth in California Health & Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment. Defendants agrees they shall support approval of such Motion.

10.2 This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30 days, the case shall proceed on its normal course.

10.3 If the Court approves this Consent Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on its normal course on the trial court's calendar.

11. MODIFICATION

11.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12. ATTORNEY'S FEES

12.1 This Consent Judgment may only be enforced by the Parties. A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

1 **13. RETENTION OF JURISDICTION**

2 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **14. AUTHORIZATION**

5 14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
6 respective Parties and have read, understood, and agree to all of the terms and conditions of this
7 document and certify that he or she is fully authorized by the Party he or she represents to execute
8 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
9 explicitly provided herein each Party is to bear its own fees and costs.

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AGREED TO:

AGREED TO:

Date: _____
By: _____
EMA BELL

Date: September 9, 2024 | 12:44 PM PDT
DocuSigned by:
By: *Javier Donoso*
923857290A19169
GEOMAR, S.A.

AGREED TO:

Date: September 9, 2024 | 12:44 PM PDT
Firmado por:
By: *Rodrigo Abatte*
_BF7B05AE2B90431
COLEWILL Aidan, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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13. RETENTION OF JURISDICTION

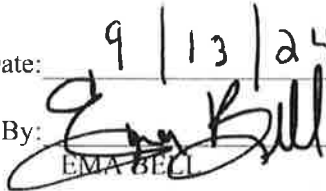
13.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

14. AUTHORIZATION

14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

AGREED TO:

Date: 9/13/24
By: 
EMABEL

Date: _____
By: _____
GEOMAR, S.A.

AGREED TO:

Date: _____
By: _____
COLEWILL Aidan, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court