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

11 GABRIEL ESPINOZA,

12 Plaintiff,

13 v.

14 BUMBLE BEE FOODS, LLC,

15 Defendant.

Case No.: CGC-24-619943

**[PROPOSED] CONSENT
JUDGMENT**

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: March 3, 2025

Hearing Time: 9:30 AM

Complaint Filed: November 20, 2024

1 **1. INTRODUCTION**

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

10 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to lead and lead compounds and cadmium (collectively, “Listed Chemicals”) from their
12 manufacturing, distribution, and/or sale of oysters, including without limitation Bumble Bee Hot
13 & Spicy Smoked Oysters and Bumble Bee Hardwood Smoked Oysters (“Oysters”) without
14 providing clear and reasonable exposure warnings pursuant to Proposition 65. Lead and lead
15 compounds and cadmium are listed pursuant to Proposition 65 as chemicals known to the State of
16 California to cause cancer and birth defects or other reproductive harm.

17 **1.3 Notices of Violation/Action.** On September 17, 2024, Espinoza served Bumble Bee
18 and various public enforcement agencies with documents entitled “60-Day Notice of Violation”
19 pursuant to Health & Safety Code §25249.7(d) (the “First September Notice”), alleging that
20 Bumble Bee violated Proposition 65 for failing to warn consumers and customers that consumption
21 of Oysters exposes consumers in California to lead and cadmium. No public enforcer has brought
22 and is diligently prosecuting the claims alleged in the First September Notice.

23 On September 25, 2024, Espinoza served Bumble Bee and various public enforcement
24 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
25 §25249.7(d) (the “Second September Notice”), alleging that Bumble Bee violated Proposition 65
26 for failing to warn consumers and customers that consumption of Oysters exposes consumers in
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1 California to the Listed Chemicals. No public enforcer has brought and is diligently prosecuting
2 the claims alleged in the Second September Notice.

3 On September 27, 2024, Espinoza served Bumble Bee and various public enforcement
4 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
5 §25249.7(d) (the “Third September Notice”), alleging that Bumble Bee violated Proposition 65 for
6 failing to warn consumers and customers that consumption of Oysters exposes consumers in
7 California to the Listed Chemicals. No public enforcer has brought and is diligently prosecuting
8 the claims alleged in the Third September Notice. The First September Notice, Second
9 September Notice, and Third September Notice are collectively referred to herein as, the “Notices.”

10 **1.4** On November 20, 2024, Espinoza filed a complaint that brought claims pertaining
11 to the First September Notice (the “Complaint”). On December 23, 2024, Espinoza filed a First
12 Amended Complaint alleging claims pertaining to the Notices (the “First Amended Complaint”).
13 The Complaint and the First Amended Complaint are collectively referred to herein as, the
14 “Action.”

15 **1.5** For purposes of this Consent Judgment only, the Parties stipulate that this Court has
16 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
17 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
18 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
19 of all claims which were or could have been raised in the Action based on the facts alleged therein
20 and in the Notices.

21 **1.6** Defendant denies the material allegations contained in the Notices and Action and
22 maintain that it has not violated Proposition 65. Nothing in this Consent Judgment shall be
23 construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor
24 shall compliance with this Consent Judgment constitute or be construed as an admission by
25 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
26 denied by Defendant. However, this section shall not diminish or otherwise affect the obligations,
27 responsibilities, and duties of Defendant under this Consent Judgment.

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1 **2. DEFINITIONS**

2 **2.1 Covered Products.** The term “Covered Product(s)” mean Oysters, including
3 without limitation Bumble Bee Hot & Spicy Smoked Oysters and Bumble Bee Hardwood Smoked
4 Oysters that are manufactured, distributed, shipped into California and sold and/or offered for sale
5 in California by Defendant.

6 **2.2 Effective Date.** The term “Effective Date” means the date this Consent Judgment is
7 entered as a Judgment of the Court.

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

9 **3.1 Reformulation of Covered Products.** On the Effective Date, and continuing
10 thereafter, Covered Products that Defendant directly manufactures, imports, distributes, or sells in
11 California shall either be: (a) Reformulated Products pursuant to Sections 3.2 and 3.3; or (b) labeled
12 with or accompanied by a clear and reasonable exposure warning pursuant to Section 3.4. For
13 purposes of this Settlement Agreement, a “Reformulated Product” is a Covered Product that
14 complies with both standards in Sections 3.2 and 3.3. The warning requirement set forth in Section
15 3.4 shall not apply to any Reformulated Product. In addition, the warning requirement set forth in
16 Section 3.4 shall not apply to any Covered Product that was manufactured more than ninety (90)
17 days prior to the Effective Date.

18 **3.2 Lead Reformulation Standard.** “Reformulated Lead Products” shall mean
19 Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead and
20 lead compounds per serving size on the label of the Covered Products when analyzed pursuant to
21 AOAC Official Method 2015.01.¹ If the Covered Product label contains no recommended daily
22 servings, then the number of recommended daily servings shall be one (1) serving. All testing to
23 determine whether a Product is a Reformulated Lead Product shall be performed using an
24 independent third-party laboratory accredited to perform the testing using AOAC Official
25 Method 2015.01.

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27 ¹ The serving size for Bumble Bee Hot & Spicy Smoked Oysters and Bumble Bee
28 Hardwood Smoked Oysters is one (1) can (106 grams).

1 **3.3 Cadmium Reformulation Standard.** “Reformulated Cadmium Products” shall
2 mean Covered Products that expose a person to an exposure level of less than 4.1 micrograms of
3 cadmium per serving size on the label of the Covered Products when analyzed pursuant to
4 AOAC Official Method 2015.01. If the Covered Product label contains no recommended daily
5 servings, then the number of recommended daily servings shall be one (1) serving. All testing to
6 determine whether a Product is a Reformulated Cadmium Product shall be performed using an
7 independent third-party laboratory accredited to perform the testing using AOAC Official
8 Method 2015.01.

9 **3.4 Clear and Reasonable Warning.** Commencing on the Effective Date, and
10 continuing thereafter, a clear and reasonable exposure warning as set forth in this Section must be
11 provided for all Covered Products that Defendant manufacturers, imports, distributes, or sells in
12 California that are not Reformulated Products. There shall be no obligation for Defendant to
13 provide an exposure warning for Covered Products that were manufactured more than ninety (90)
14 days prior to the Effective Date. The warning shall consist of either the **Warning** or **Alternative**
15 **Warning** described below:

16 (a) **Warning.**

17 For exposures to Covered Products that are (1) not Reformulated Products (i.e., can result
18 in exposures to lead and lead compounds *and* cadmium),² or (2) Reformulated Cadmium Products
19 but not Reformulated Lead Products (i.e., can result in exposures to lead and lead compounds *only*),
20 the **Warning** shall appear as follows:

21 **WARNING:** Consuming this product can expose you to chemicals
22 including lead and lead compounds, which are known to the State of
23 California to cause cancer and birth defects or other reproductive harm. For
24 more information go to www.P65Warnings.ca.gov/food.

25
26 ²For Covered Products that are not Reformulated Products, the Parties agree that identifying
27 a single chemical of concern is “clear and reasonable” pursuant to Health & Safety Code § 25249.6
28 and 27 Cal. Code Regs., tit. 27, § 25607.2, and Defendant shall identify the chemical lead and lead
compounds.

1 For exposures to Covered Products that are Reformulated Lead Products but not
2 Reformulated Cadmium Products (i.e., can result in exposures to cadmium *only*), the **Warning**
3 shall appear as follows:

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

9 (b) **Alternative Warnings:** Defendant may, but is not required to, use the
10 following alternative short-form warnings, as applicable (“**Alternative Warnings**”). For exposures
11 to Covered Products that are (1) not Reformulated Products, or (2) Reformulated Cadmium
12 Products but not Reformulated Lead Products, the Alternative Warning shall appear as follows:

13 **WARNING:** Risk of cancer and reproductive harm from exposure to lead and lead
14 compounds. See www.P65Warnings.ca.gov/food.

15 *Or*

16 **WARNING:** Can expose you to lead and lead compounds, a carcinogen and reproductive
17 toxicant. See www.P65Warnings.ca.gov/food.

18 For exposures to Covered Products that are Reformulated Lead Products, but not
19 Reformulated Cadmium Products, the **Alternative Warning** shall appear as follows:

20 **WARNING:** Risk of reproductive harm from exposure to cadmium. See
21 www.P65Warnings.ca.gov/food.

22 *Or*

23 **WARNING:** Can expose you to cadmium, a reproductive toxicant. See
24 www.P65Warnings.ca.gov/food.

25 Any **Warning** or **Alternative Warning** provided pursuant to § 3.4 must print the word
26 “**WARNING**” in all capital letters and in bold font, followed by a colon. Defendant may also use
27 the word “**CA WARNING**” or “**CA WARNING**” instead of the word “**WARNING**.” The
28 **Warning** or **Alternative Warning** shall be affixed to or printed on the Covered Products’
packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process,
provided that the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as
compared with other words, statements, or designs as to render it likely to be read and understood

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

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

5 **3.5 Compliance with Warning Regulations.** The Parties agree that Defendant shall be
6 deemed to be in compliance with this Settlement Agreement by either adhering to Section 3 of this
7 Settlement Agreement or by complying with warning regulations adopted by the State of
8 California's OEHHA applicable to the Covered Products and the exposures at issue. If OEHHA
9 adopts new warning regulations applicable to the Covered Products and exposures at issue,
10 Defendant may choose to provide these warnings at its discretion.

11 **3.6 Right to Cure (And No Assignment or Transfer of Claims).** Espinoza shall have
12 the exclusive right to enforce the provisions of this Consent Judgment. Espinoza represents and
13 warrants neither he nor his agents or attorneys have assigned or otherwise transferred, or attempted
14 to assign, or transfer, any claim or claims against Defendant to a third-party.

15 To the extent Espinoza identifies any Covered Product in the future which he believes is
16 not in compliance with this Consent Judgment, Espinoza agrees to advise Defendant of such
17 alleged breach in the manner set forth in Section 8, and provide Defendant with thirty (30)
18 business days (calculated from the date notice is provided electronically) to cure any alleged
19 violation of this Consent Judgment pursuant to the options in Sections 3.2 through 3.4, as
20 applicable. Such Notice to Cure to Defendant must include photographs of the Covered Product's
21 labeling and packaging, purchase receipt reflecting when and where the Covered Product was
22 purchased in California, and results from an independent third-party laboratory establishing that
23 the Covered Product is not a Reformulated Product. All documentation submitted in support of
24 the Notice to Cure must be unredacted.

25 Espinoza reserves the right to seek additional civil penalties, reimbursement of reasonable
26 attorney's fees and costs, and any other available remedies arising from or related to Notices to
27 Cure associated with Covered Products covered by the Consent Judgment. However, Espinoza
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1 shall not be entitled to seek or recover any civil penalties, and Espinoza and his counsel shall not
2 be entitled to recovery or reimbursement of attorney's fees and/or costs, or any other available
3 remedies arising from or related to Notices to Cure associated with Covered Products covered by
4 the Consent Judgment or the alleged breach or violation of the Consent Judgment, provided
5 Defendant timely remedies the alleged non-compliance within thirty (30) business days of
6 receiving the Notice to Cure, as discussed herein. If Defendant cures the alleged non-compliance
7 within thirty (30) business days of receiving the Notice to Cure, Defendant shall not be deemed
8 in breach or violation of this Consent Judgment in any respect, and Defendant shall not be liable
9 (whether for civil penalties or attorneys' fees or costs) for sales of such Products referenced in the
10 Notice to Cure occurring prior to the expiration of the 30-day cure period.

11 **4. MONETARY TERMS**

12 **4.1 Civil Penalty.** Defendant shall pay \$4,000.00 as a Civil Penalty pursuant to Health
13 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
14 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
15 Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

16 4.1.1 Within ten (10) days of the Effective Date, Defendant shall issue two
17 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$3,000.00; and
18 to (b) "Gabriel Espinoza" in the amount of \$1,000.00. Payment owed to Espinoza pursuant to this
19 Section shall be delivered to the following payment address:

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

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

26 For United States Postal Service Delivery:

27 Mike Gyurics
28 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

1 For Non-United States Postal Service Delivery:

2 Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 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, Defendant shall pay
10 \$38,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs
11 incurred as a result of investigating, bringing this matter to the attention of Defendant, 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 Espinoza
16 acting on his own behalf, and on behalf of the public interest, and Defendant, and its parents,
17 shareholders, members, directors, officers, managers, employees, representatives, agents,
18 attorneys, divisions, holding companies, subdivisions, subsidiaries, partners, sister companies, and
19 affiliates, and their predecessors, successors and assigns, including but not limited to FCF Co, Ltd.
20 and Bumble Bee Holding Company 1 ("Defendant Releasees"), and all entities to whom they
21 directly or indirectly distribute or sell Covered Products, including but not limited to distributors,
22 wholesalers, customers, licensors, licensees, retailers, including but not limited to Walmart Inc.,
23 Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Walmart Apollo, LLC, Wal-Mart.com, Inc.,
24 Wal-Mart.com USA, LLC, Amazon.com, Coastal Pacific Food, Cost.U.Less Inc., and each of these
25 entities' parents, shareholders, members, directors, officers, managers, employees, representatives,
26 agents, attorneys, divisions, holding companies, subdivisions, subsidiaries, partners, sister
27 companies, and affiliates, and their predecessors, successors and assigns ("Downstream
28 Releasees"), of all claims for violations of Proposition 65 that could be brought based on exposures
to the Listed Chemicals from Products imported, manufactured, packaged, distributed, sold, or

1 offered for sale by Defendant within 60 days after the Effective Date, as set forth in the Notices
2 and the Action. It is the intention of the Parties that this Consent Judgment shall have preclusive
3 effect such that no other actions by private enforcers, whether purporting to act in his, her, or their
4 interests or the public interest, shall be permitted to pursue and take any action with respect to any
5 violation of Proposition 65 based on exposure to the Listed Chemicals from use of the Covered
6 Products that was alleged in the Notices and Action, or that could have been brought pursuant to
7 the Notices and Action against Defendant and the Downstream Releasees (“Proposition 65
8 Claims”). Defendant’s compliance with the terms of this Consent Judgment constitutes compliance
9 with Proposition 65 by Defendant with regard to exposure to the Listed Chemicals from
10 consumption of the Covered Products.

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

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

1 **5.3** Defendant waives any and all claims against Espinoza, his attorneys and other
2 representatives, for any and all actions taken, or statements made (or those that could have been
3 taken or made) by Espinoza and his attorneys and other representatives, whether in the course of
4 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter,
5 and with respect to Covered Products.

6 **6. INTEGRATION**

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

11 **7. GOVERNING LAW**

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

17 **8. NOTICES**

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

22
23 For Defendant:

24 Greg Berlin
25 Alston & Bird
26 350 S. Grand Ave., 51st Fl.
27 Los Angeles, CA 90071
28 greg.berlin@alston.com

For Espinoza:

Evan Smith
Brodsky Smith
9465 Wilshire Blvd., Ste. 300
Beverly Hills, CA 90212
esmith@brodskysmith.com

Copies of all correspondence and notices shall also be sent electronically via email.

1 Any party, from time to time, may specify in writing to the other party a change of address
2 to which all notices and other communications shall be sent.

3 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

4 **9.1** This Consent Judgment may be executed in counterparts and by facsimile, each of
5 which shall be deemed an original, and all of which, when taken together, shall constitute one and
6 the same document.

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

9 **10.1** Espinoza agrees to comply with the requirements set forth in California Health &
10 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
11 Defendant agrees it shall support approval of such Motion.

12 **10.2** This Consent Judgment shall not be effective until it is approved and entered by the
13 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
14 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
15 days, the case shall proceed on its normal course.

16 **10.3** If the Court approves this Consent Judgment and is reversed or vacated by an
17 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
18 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
19 its normal course on the trial court's calendar.

20 **11. MODIFICATION**

21 **11.1** This Consent Judgment may be modified only by further stipulation of the Parties
22 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

23 **12. ATTORNEY'S FEES**

24 **12.1** This Consent Judgment may only be enforced by the Parties. A Party who
25 unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required
26 to pay the prevailing party's reasonable attorney's fees and costs.

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

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: 1 | 13 | 25

Date: January 10, 2025

By: GABRIEL ESPINOZA

By: Jill Irvin, General Counsel
BUMBLE BEE FOODS, LLC

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court