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

12 GABRIEL ESPINOZA,
13 Plaintiff,
14 v.
15 SHRIMP GIRLS, INC.,
16 Defendant.

Case No.: CGC-24-620200
CONSENT JUDGMENT
Judge: Joseph M. Quinn
Dept.: 302
Hearing Date: July 24, 2026
Hearing Time: 9:00 AM
Complaint Filed: December 3, 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 Shrimp Girls, Inc.
4 (“Shrimp Girls” or “Defendant”) with Espinoza and Defendant collectively referred to as the
5 “Parties” and each of them as a “Party.” Espinoza is an individual residing in California that seeks
6 to promote awareness of exposures to toxic chemicals and improve human health by reducing or
7 eliminating hazardous substances contained in consumer products. Shrimp Girls is alleged to be a
8 person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code
9 §§ 25249.6 et seq.

10 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to lead from its sales of (a) sardines, including but not limited to, UPC # 8 50046 14804
12 0, and (b) anchovies, including but not limited to, UPC # 8 60006 38043 4, without providing a
13 clear and reasonable exposure warning pursuant to Proposition 65. Lead is listed pursuant to
14 Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or
15 other reproductive harm.

16 **1.3 Notices of Violation/Action.**

17 **1.3.1** On June 27, 2024, Espinoza served Shrimp Girls and various public
18 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
19 Safety Code §25249.7(d) (the “June Notice”), alleging that Defendant violated Proposition 65 for
20 failing to warn consumers and customers that consumption of sardines, including but not limited
21 to, UPC # 8 50046 14804 0, exposes consumers in California to lead. No public enforcer has
22 brought and is diligently prosecuting the claims alleged in the June Notice.

23 **1.3.2** On March 26, 2025, Espinoza served Shrimp Girls and various public
24 enforcement agencies with documents entitled “60-Day Notice of Violation” pursuant to Health &
25 Safety Code §25249.7(d) (the “March Notice”), alleging that Defendant violated Proposition 65 for
26 failing to warn consumers and customers that consumption of anchovies, including but not limited
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1 to, UPC # 8 60006 38043 4, exposes consumers in California to lead. No public enforcer has
2 brought and is diligently prosecuting the claims alleged in the March Notice¹.

3 1.3.3 On December 3, 2024, Espinoza filed a complaint (the “Complaint”). On
4 July 28, 2025, Espinoza filed a first amended complaint (the “First Amended Complaint”)².

5 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
6 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
7 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
8 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
9 of all claims which were or could have been raised in the Action based on the facts alleged therein
10 and in the Notices.

11 1.5 Defendant denies the material allegations contained in Espinoza’s Notices and
12 Action and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
13 shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of
14 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
15 by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being
16 specifically denied by Defendant. However, this section shall not diminish or otherwise affect the
17 obligations, responsibilities, and duties of Defendant under this Consent Judgment.

18 **2. DEFINITIONS**

19 2.1 **Covered Products.** The term “Covered Products” means (a) sardines, including but
20 not limited to, UPC # 8 50046 14804 0, and (b) anchovies, including but not limited to, UPC # 8
21 60006 38043 4, that are manufactured, distributed, shipped into California and offered for sale in
22 California by Shrimp Girls.

23 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is
24 entered as a Judgment of the Court.

25
26 ¹ The June Notice and March Notice are collectively referred to herein as, the “Notices.”

27 ² The Complaint and First Amended Complaint are collectively referred to herein as, the
28 “Action.”

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

2 **3.1 Reformulation of Products.** Commencing within ninety (90) days after the
3 Effective Date, and continuing thereafter, Products that Shrimp Girls directly manufactures,
4 imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products
5 pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to
6 §§ 3.3 - 3.4, below. For purposes of this Settlement Agreement, a “Reformulated Product” is a
7 Covered Product that is in compliance with the standard set forth in § 3.2, below. The warning
8 requirement set forth in §§ 3.3 - 3.4 shall not apply to any Reformulated Product.

9 **3.2 Reformulation Standard.** “Reformulated Products” shall mean Covered Products
10 that expose a person to an exposure level of less than 0.5 micrograms of lead per day. For the
11 purpose of this Agreement, the amount of lead a person is exposed to from a Covered Product shall
12 be calculated using the following formula: micrograms of lead per gram of Covered Product,
13 multiplied by grams of Covered Product per serving size of the Covered Product (using the largest
14 serving size appearing on the Covered Product label), multiplied by servings of the Covered
15 Product per day (using the largest number of servings in a recommended dosage appearing on the
16 label), which equates to micrograms of lead exposure per day. If the Covered Product label contains
17 no recommended daily servings, then the number of recommended daily servings shall be one (1).

18 **3.3 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
19 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
20 and 3.4 must be provided for all Covered Products that Shrimp Girls manufacturers, imports,
21 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be
22 no obligation for Shrimp Girls to provide an exposure warning for Covered Products that were
23 manufactured, imported, distributed, sold, or otherwise entered the stream of commerce prior to or
24 within 90 days after the Effective Date. The warning shall consist of either the **Warning** or
25 **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

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

27 **CA WARNING:** Consuming this product can expose you to chemicals
28 including lead, which is known to the State of California to cause cancer and

1 birth defects or other reproductive harm. For more information go to
2 www.P65Warnings.ca.gov/food.

3 (b) **Alternative Warning:** Shrimp Girls may, but is not required to, use the
4 alternative short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

5 **CA WARNING:** Risk of cancer and reproductive harm from exposure to lead. See
6 www.P65Warnings.ca.gov/food.

7 **3.4 A Warning or Alternative Warning** provided pursuant to § 3.3 must print the word
8 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The **Warning** or
9 **Alternative Warning** shall be affixed to or printed on the Covered Products’ packaging or labeling,
10 or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic
11 device or automatic process provides the **Warning** or **Alternative Warning** without the purchaser
12 having to seek it out, provided that the **Warning** or **Alternative Warning** is displayed with such
13 conspicuousness, as compared with other words, statements, or designs as to render it likely to be
14 read and understood by an ordinary individual under customary conditions of purchase or use. A
15 **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not
16 apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning**
17 or **Alternative Warning** may be contained in the same section of the packaging, labeling, or
18 instruction booklet that states other safety warnings, if any, concerning the use of the Covered
19 Product and shall be at least the same size as those other safety warnings. Where the **Warning** or
20 **Alternative Warning** is provided on the food product label, it must be set off from other
21 surrounding information, and the **Warning** or **Alternative Warning** shall be enclosed in a black
22 box and comply with the content requirements specified in Section 25607.2. If “consumer
23 information,” as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c)
24 as it may be amended from time to time, is provided in a foreign language, Shrimp Girls shall
25 provide the **Warning** or **Alternative Warning** in the foreign language in accordance with
26 applicable warning regulations adopted by the State of California’s Office of Environmental Health
27 Hazard Assessment (“**OEHHA**”).
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1 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s
2 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
3 Shrimp Girls offers Covered Products for sale to consumers in California. The requirements of this
4 Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink
5 using the word “**WARNING**,” appears on the product display page, or by otherwise prominently
6 displaying the warning to the purchaser prior to completing the purchase. To comply with this
7 Section, Shrimp Girls shall (a) post the **Warning** or **Alternative Warning** on its own website and,
8 if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not
9 have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party
10 internet sellers, provide such sellers with written notice in accordance with Title 27, California
11 Code of Regulations, Section 25600.2. Third-party internet sellers of the Product that have been
12 provided with written notice in accordance with Title 27, California Code of Regulations, Section
13 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning
14 requirements of this Section.

15 **3.5 Compliance with Warning Regulations.** The Parties agree that Shrimp Girls shall
16 be deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
17 Settlement Agreement or by complying with warning regulations adopted by the State of
18 California’s OEHHA applicable to the Product and the exposure at issue.

19 **4. MONETARY TERMS**

20 **4.1 Civil Penalty.** Shrimp Girls shall pay \$3,000.00 as a Civil Penalty pursuant to
21 Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health
22 & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of
23 the Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code
24 § 25249.12(d).

25 **4.1.1** Within ten (10) days of the Effective Date, Shrimp Girls shall issue two
26 separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$2,250.00; and
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1 to (b) "Gabriel Espinoza" in the amount of \$750.00. Payment owed to Espinoza pursuant to this
2 Section shall be delivered to the following payment address:

3 Evan J. Smith, Esquire
4 Brodsky Smith
5 Two Bala Plaza, Suite 805
6 Bala Cynwyd, PA 19004

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

9 For United States Postal Service Delivery:

10 Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 P.O. Box 4010
14 Sacramento, CA 95812-4010

15 For Non-United States Postal Service Delivery:

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

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

23 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Shrimp Girls shall pay
24 \$35,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs
25 incurred as a result of investigating, bringing this matter to the attention of Shrimp Girls, litigating
26 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
27 Code of Civil Procedure § 1021.5.

28 **5. RELEASE OF ALL CLAIMS**

5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza acting on his own behalf, and on behalf of the public interest, and Shrimp Girls, and its parents, shareholders, members, directors, officers, managers, employees, representatives, agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they

1 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
2 suppliers, distributors, wholesalers, customers, licensors, licensees retailers, including but not
3 limited to Shrimp Girls, and its parents, subsidiaries, and affiliates, franchisees, and cooperative
4 members (“Downstream Releasees”), of all claims for violations of Proposition 65 based on
5 exposure to lead from use of the Covered Products manufactured, imported, distributed, sold, or
6 that otherwise entered the stream of commerce prior to and within 90 days after the Effective Date,
7 as set forth in the Notice. It is the Parties’ intention that this Consent Judgment shall have preclusive
8 effect such that no other actions by private enforcers, whether purporting to act in his, her, or its
9 interests or the public interest shall be permitted to pursue and take any action with respect to any
10 violation of Proposition 65 based on exposure to lead from use of the Covered Products that was
11 alleged in the Complaint, or that could have been brought pursuant to the Notices against Shrimp
12 Girls and the Downstream Releasees (“Proposition 65 Claims”). Shrimp Girls’ compliance with
13 the terms of this Consent Judgment constitutes compliance with Proposition 65 by Shrimp Girls
14 with regard to exposure to lead from use of the Covered Products.

15 5.2 In addition to the foregoing, Espinoza, on behalf of himself, his past and current
16 agents, representatives, attorneys, and successors and assignees, and *not* in his representative
17 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
18 legal action and releases Shrimp Girls, Defendant Releasees, and Downstream Releasees from any
19 and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts,
20 contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
21 attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
22 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
23 from Covered Products manufactured, imported, distributed, or sold by Shrimp Girls, Defendant
24 Releasees or Downstream Releasees. With respect to the foregoing waivers and releases in this
25 paragraph, Espinoza hereby specifically waives any and all rights and benefits which he now has,
26 or in the future may have, conferred by virtue of the provisions of § 1542 of the California Civil
27 Code, which provides as follows:
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1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.

7 5.3 Shrimp Girls waives any and all claims against Espinoza, his attorneys and other
8 representatives, for any and all actions taken, or statements made (or those that could have been
9 taken or made) by Espinoza and his attorneys and other representatives, whether in the course of
10 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
11 and with respect to Covered Products.

12 **6. INTEGRATION**

13 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
14 any and all prior negotiations and understandings related hereto shall be deemed to have been
15 merged within it. No representations or terms of agreement other than those contained herein exist
16 or have been made by any Party with respect to the other Party or the subject matter hereof.

17 **7. GOVERNING LAW**

18 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
19 California and apply within the State of California.

20 **8. NOTICES**

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

25 For Defendant:

26 William F. Tarantino
27 Morrison Foerster
28 425 Market St.,
San Francisco, CA 94105

And

For Espinoza:

Evan Smith

1 Brodsky Smith
2 9465 Wilshire Blvd., Ste. 300
3 Beverly Hills, CA 90212

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

6 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

7 9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
8 which shall be deemed an original, and all of which, when taken together, shall constitute one and
9 the same document.

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

12 10.1 Espinoza agrees to comply with the requirements set forth in California Health &
13 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
14 Defendant agrees it shall support approval of such Motion.

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

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

23 **11. MODIFICATION**

24 11.1 This Consent Judgment may be modified only by further stipulation of the Parties
25 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

26 **12. ATTORNEY'S FEES**

27 12.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
28 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

1 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
2 pursuant to law.

3 **13. RETENTION OF JURISDICTION**

4 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
5 Consent Judgment.

6 **14. AUTHORIZATION**

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

12 **AGREED TO:**

AGREED TO:

13
14 Date: _____

Date: 5.13.26

15 By: _____
16 GABRIEL ESPINOZA

By:  _____
SHRIMP GIRLS, INC.

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18 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

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20 Dated: _____

Judge of Superior Court

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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: 6 | 5 | 26

Date: _____

By: 
GABRIEL ESPINOZA

By: _____
SHRIMP GIRLS, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court