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

11 PRECILA BALABBO,

12 Plaintiff,

13 v.

14 GELSON'S MARKETS,

15 Defendant.

Case No.: CGC-25-629946

**[PROPOSED] CONSENT  
JUDGMENT**

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: April 23, 2026

Hearing Time: 9:00 AM

Complaint Filed: October 8, 2025

1       **1. INTRODUCTION**

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

10           1.2     **Allegations and Representations.** Balabbo alleges that Defendant has exposed  
11 individuals to lead and/or cadmium from their sales of (a) Clams, (b) Mussels, (c) Scallops, and  
12 (d) Oysters without providing clear and reasonable exposure warnings pursuant to Proposition 65.  
13 Lead and cadmium are listed pursuant to Proposition 65 as chemicals known to the State of  
14 California to cause cancer and birth defects or other reproductive harm.

15           1.3     **Notices of Violation & Action.** On or about June 12, 2025, Balabbo served  
16 Gelson’s Markets (“Gelson’s”) and various public enforcement agencies with documents entitled  
17 “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d) (the “June Clams  
18 Notice”), alleging that Gelson’s violated Proposition 65 for failing to warn consumers and  
19 customers that consumption of Clams exposes consumers in California to lead and cadmium. No  
20 public enforcer has brought and is diligently prosecuting the claims alleged in the June Clams  
21 Notice.

22           1.4     On or about June 13, 2025, Balabbo served Gelson’s and various public enforcement  
23 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
24 §25249.7(d) (the “June Mussels Notice”), alleging that Gelson’s violated Proposition 65 for failing  
25 to warn consumers and customers that consumption of Mussels exposes consumers in California to  
26 lead and cadmium. No public enforcer has brought and is diligently prosecuting the claims alleged  
27 in the June Mussels Notice.

1           1.5     On or about June 30, 2025, Balabbo served Gelson’s and various public enforcement  
2 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
3 §25249.7(d) (the “June Scallops Notice”), alleging that Gelson’s violated Proposition 65 for failing  
4 to warn consumers and customers that consumption of Scallops exposes consumers in California  
5 to lead and cadmium. No public enforcer has brought and is diligently prosecuting the claims  
6 alleged in the June Scallops Notice.

7           1.6     On or about July 8, 2025, Balabbo served an amended version of the June Clams  
8 Notice on Gelson’s, DiCarlo, and various public enforcement agencies with documents entitled  
9 “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d) that identified  
10 DiCarlo as the supplier of the products at issue in the June Clams Notice (the “Amended Clams  
11 Notice”). The Amended Clams Notice alleged that Gelson’s and DiCarlo violated Proposition 65  
12 for failing to warn consumers and customers that consumption of Clams exposes consumers in  
13 California to lead and cadmium. No public enforcer has brought and is diligently prosecuting the  
14 claims alleged in the Amended Clams Notice.

15           1.7     On or about July 9, 2025, Balabbo served an amended version of the June Mussels  
16 Notice on Gelson’s, DiCarlo, and various public enforcement agencies with documents entitled  
17 “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d) that identified  
18 DiCarlo as the supplier of the products at issue in the June Mussels Notice (the “Amended Mussels  
19 Notice”). The Amended Mussels Notice alleged that Gelson’s and DiCarlo violated Proposition  
20 65 for failing to warn consumers and customers that consumption of Mussels exposes consumers  
21 in California to lead and cadmium. No public enforcer has brought and is diligently prosecuting the  
22 claims alleged in the Amended Clams Notice.

23           1.8     On or about July 29, 2025, Balabbo served an amended version of the June Scallops  
24 Notice on Gelson’s, DiCarlo, and various public enforcement agencies with documents entitled  
25 “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d) that identified  
26 DiCarlo as the supplier of the products at issue in the June Scallops Notice (the “Amended Scallops  
27 Notice”). The Amended Scallops Notice alleged that Gelson’s and DiCarlo violated Proposition  
28

1 65 for failing to warn consumers and customers that consumption of Scallops exposes consumers  
2 in California to lead and cadmium. No public enforcer has brought and is diligently prosecuting the  
3 claims alleged in the Amended Clams Notice.

4 1.9 On September 10, 2025, Balabbo served Gelson’s and various public enforcement  
5 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
6 §25249.7(d) (the “September Oysters Notice”), alleging that Gelson’s violated Proposition 65 for  
7 failing to warn consumers and customers that consumption of Oysters exposes consumers in  
8 California to lead and cadmium. No public enforcer has brought and is diligently prosecuting the  
9 claims alleged in the September Oysters Notice.

10 1.10 On or about September 16, 2025, Balabbo served an amended version of the  
11 September Scallops Notice on Gelson’s, DiCarlo, and various public enforcement agencies with  
12 documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code §25249.7(d)  
13 that identified DiCarlo as the supplier of the products at issue in the June Scallops Notice (the  
14 “Amended Oysters Notice”). The Amended Oysters Notice alleged that Gelson’s and DiCarlo  
15 violated Proposition 65 for failing to warn consumers and customers that consumption of Oysters  
16 exposes consumers in California to lead and cadmium. No public enforcer has brought and is  
17 diligently prosecuting the claims alleged in the Amended Oysters Notice.

18 1.11 The June Clams Notice, the Amended Clams Notice, the June Mussels Notice, the  
19 Amended Mussels Notice, the June Scallops Notice, the Amended Scallops Notice, the September  
20 Oysters Notice, and the Amended Oysters Notice are collectively referred to as the “Notices.”

21 1.12 On October 8, 2025, Balabbo filed a complaint against Gelson’s that brought claims  
22 pertaining to the June Clams Notice, the June Mussels Notice, and the June Scallops Notice (the  
23 “Complaint”).

24 1.13 On December 9, 2025, Balabbo filed a first amended complaint (“First Amended  
25 Complaint”) that added DiCarlo as a defendant. The First Amended Complaint also added claims  
26 against Gelson’s and DiCarlo for all of the above Notices.

27 1.14 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
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1 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that  
2 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
3 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution  
4 of all claims which were or could have been raised in the Action based on the facts alleged therein  
5 and in the Notices.

6 1.15 Defendant denies all material allegations contained in the Notices and Action and  
7 maintains that it has not violated Proposition 65 or any other law with respect to the products  
8 identified in the notices. Nothing in this Consent Judgment shall be construed as an admission by  
9 Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this  
10 Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding,  
11 conclusion, issue of law, or violation of law, such being specifically denied by Defendant.  
12 However, this section shall not diminish or otherwise affect the obligations, responsibilities, and  
13 duties of Defendant under this Consent Judgment.

14 **2. DEFINITIONS**

15 2.1 **Covered Products.** The term “Covered Product(s)” mean all (a) Clams, (b)  
16 Mussels, (c) Scallops, and (d) Oysters that are manufactured, distributed, shipped into California  
17 and offered for sale in California by Defendant.

18 2.2 **Effective Date.** The term “Effective Date” means the date this Consent Judgment is  
19 entered as a Judgment of the Court.

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

21 **3.1 Reformulation of Covered Products.** Commencing within ninety (90) days after  
22 the Effective Date, and continuing thereafter, Covered Products that Defendant directly  
23 manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a)  
24 reformulated Products pursuant to §§ 3.2 – 3.3, below; or (b) labeled with or accompanied by a  
25 clear and reasonable exposure warning pursuant to §§ 3.4 - 3.5, below. For purposes of this  
26 Settlement Agreement, a “Reformulated Product” is a Covered Product that is in compliance with  
27 the standards set forth in §§ 3.2 – 3.3, below. The warning requirement set forth in §§ 3.4 - 3.5 shall  
28

1 not apply to any Reformulated Product and/or to any Product that entered the stream of commerce  
2 prior to, or within 90 days after the Effective Date. For the avoidance of doubt, Covered Products  
3 in the stream of commerce specifically include, but are not limited to, Covered Products in the  
4 process of manufacture.

5 **3.2 Lead Reformulation Standard.** “Reformulated Lead Products” shall mean  
6 Covered Products that expose a person to an exposure level of less than 0.5 micrograms of lead per  
7 serving size<sup>1</sup> when analyzed pursuant to AOAC Official Method 2015.01. For the purpose of this  
8 Consent Judgment, the amount of lead a person is exposed to from a Covered Product shall be  
9 calculated using the following formula: micrograms of lead per gram of Covered Product,  
10 multiplied by grams of Covered Product per serving size of the Covered Product, multiplied by  
11 servings of the Covered Product per day (using the largest number of daily recommended servings  
12 appearing on the label), which equates to micrograms of lead exposure per day. If the Covered  
13 Product label contains no recommended daily servings, then the number of recommended daily  
14 servings shall be one (1).

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

25  
26  
27 <sup>1</sup> “Serving size” means the reference amount customarily consumed (“RACC”) for the Products as established by the  
28 U.S. Food and Drug Administration for purposes of nutrition labeling. For fish and shellfish, the applicable RACC is  
85 grams for cooked fish or shellfish and 110 grams for raw fish or shellfish.

1           **3.4 Clear and Reasonable Warning.** Commencing within 90 days after the Effective  
2 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.4  
3 and 3.5 must be provided for all Covered Products that Defendant manufacturers, imports,  
4 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be  
5 no obligation for Defendant to provide an exposure warning for Covered Products that entered the  
6 stream of commerce prior to, or within 90 days after the Effective Date. The warning shall consist  
7 of either the **Warning** or **Alternative Warning** described in §§ 3.4(a) - (f):

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

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

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

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

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

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

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

          Defendant shall use the phrase “cancer and” in the **Warning** only if the daily lead exposure  
level is greater than 15 micrograms of lead as determined pursuant to the test methodology  
identified in § 3.2 or if Defendant has reason to believe that another Proposition 65 listed chemical  
is present at a level requiring the cancer warning. As identified in the brackets, the **Warning** shall

1 appropriately reflect whether there is lead, cadmium, or multiple chemicals in the Covered Product,  
2 but if there is a chemical present at a level that requires a cancer warning, the chemical requiring  
3 use of the phrase “cancer and” in the **Warning** shall *always* be identified.

4 (d) **Alternative Warning:** For each Covered Product Defendant may, but is not  
5 required to, use the alternative short-form warning, as applicable for the chemical(s) for which it  
6 wishes to warn, as set forth in this § 3.4(d) (“**Alternative Warning**”) as follows:

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

9 Defendant shall use the phrase “cancer and” in the **Warning** only if the daily lead  
10 exposure level is greater than 15 micrograms of lead as determined pursuant to the test  
11 methodology identified in § 3.2 or if Defendant has reason to believe that another Proposition 65  
12 listed chemical is present at a level requiring the cancer warning. As identified in the brackets, the  
13 **Warning** shall appropriately reflect whether there is lead, cadmium, or multiple chemicals in the  
14 Covered Product, but if there is a chemical present at a level that requires a cancer warning, the  
15 chemical requiring use of the phrase “cancer and” in the **Warning** shall *always* be identified.

16 (e) **Warning Requirements:** Defendant agrees to comply with the  
17 requirements of Title 27, California Code of Regulations, Section 25600.2. Any **Warning** provided  
18 pursuant to § 3.4 must print the word “[CALIFORNIA] WARNING:” in all capital letters and in  
19 bold font, followed by a colon. The **Warning** or **Alternative Warning** shall be affixed to or printed  
20 on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device or  
21 automatic process, provided that the **Warning** or **Alternative Warning** is displayed with such  
22 conspicuousness, as compared with other words, statements, or designs as to render it likely to be  
23 read and understood by an ordinary individual under customary conditions of purchase or use. If  
24 Defendant elects to warn with the **Warning** or **Alternative Warning**, the **Warning** or **Alternative**  
25 **Warning** may be contained in the same section of the packaging, labeling, or instruction booklet  
26 that states other safety warnings, if any, concerning the use of the Product and shall be at least the  
27 same size as those other safety warnings. Where the **Warning** or **Alternative Warning** is provided  
28 on the food product label, it must be set off from other surrounding information, and Defendant

1 shall enclose the **Warning** or **Alternative Warning** in a black box and comply with the content  
2 requirements specified in Section 25607.2. If “consumer information,” as that term is defined in  
3 Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to  
4 time, is provided in a foreign language, Defendant shall provide the **Warning** or **Alternative**  
5 **Warning** in the foreign language in accordance with applicable warning regulations adopted by  
6 the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”).  
7 Defendant shall not be responsible for any failure by third-party retailers, over whom Defendant  
8 has no control, to place or display a **Warning** or **Alternative Warning** at retail locations, including  
9 where Defendant has provided or instructed such retailers to provide compliant warnings. Only  
10 those third-party retailers that, after receiving such materials or instructions, place and display  
11 compliant warnings shall be deemed released under Section 5; any retailer that fails to do so is  
12 expressly excluded from the release.

13 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s  
14 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where  
15 Defendant offers Covered Products for sale to consumers in California. The requirements of this  
16 Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink  
17 using the word “**WARNING**,” appears on the product display page, or by otherwise prominently  
18 displaying the warning to the purchaser prior to completing the purchase. To comply with this  
19 Section, Defendant shall (a) post the **Warning** or **Alternative Warning** on their own website and,  
20 if they have the ability to do so, on the websites of third-party internet sellers Defendant authorizes  
21 to sell Covered Products; and (b) if they do not have the ability to post the **Warning** or **Alternative**  
22 **Warning** on the websites of third-party internet sellers they authorize to sell Covered Products,  
23 provide such authorized third-party sellers with written notice in accordance with Title 27,  
24 California Code of Regulations, Section 25600.2. Authorized third-party internet sellers of the  
25 Product that have been provided with written notice in accordance with Title 27, California Code  
26 of Regulations, Section 25600.2 are not released in Section 5 of this Agreement if they fail to meet  
27 the warning requirements of this Section. Defendant shall not be responsible for posting the  
28

1 **Warning** or **Alternative Warning** on the websites of third-party internet sellers who are not  
2 authorized by Defendant to sell Covered Products supplied by Defendant, and such unauthorized  
3 third-party internet sellers are not released pursuant to Section 5 of this Agreement.

4 **3.5 Compliance with Warning Regulations.** The Parties agree that Defendant shall be  
5 deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this  
6 Settlement Agreement or by complying with warning regulations adopted by the State of  
7 California’s OEHHA applicable to the Covered Products and the exposures at issue. If OEHHA  
8 adopts new warning regulations applicable to the Covered Products and exposures at issue,  
9 Defendant may choose to provide these warnings at their discretion.

10 **4. MONETARY TERMS**

11 **4.1 Civil Penalty.** Defendant shall pay \$6,000.00 as a Civil Penalty pursuant to Health  
12 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &  
13 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the  
14 Civil Penalty remitted to Balabbo, as provided by California Health & Safety Code § 25249.12(d).

15 4.1.1 Within ten (10) days of the Effective Date, Defendant shall issue two  
16 separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$4,500.00; and  
17 to (b) “Precila Balabbo” in the amount of \$1,500.00. Payment owed to Balabbo pursuant to this  
18 Section shall be delivered to the following payment address:

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

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

25 For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

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

8 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Defendant shall pay  
9 \$54,000.00 to Brodsky Smith as complete reimbursement for Balabbo's attorneys' fees and costs  
10 incurred as a result of investigating, bringing this matter to the attention of Defendant, litigating  
11 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to  
12 Code of Civil Procedure § 1021.5.

13 **5. RELEASE OF ALL CLAIMS**

14 5.1 This Consent Judgment is a full, final, and binding resolution between Balabbo  
15 acting on her own behalf, and on behalf of the public interest, and Defendant, and their parents,  
16 shareholders, members, directors, officers, managers, employees, representatives, agents,  
17 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
18 predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom they  
19 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but  
20 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees  
21 retailers, including but not limited to Gelson's, Bristol Farms, Albertsons Companies, Inc.,  
22 Maplebear Inc. d/b/a Instacart, Superior Seafood Co., Santa Monica Seafood, and each of these  
23 entities' parents, subsidiaries, and affiliates, franchisees, and cooperative members ("Downstream  
24 Releasees"), of any and all alleged violations of Proposition 65 that could be brought based on  
25 exposures to lead and/or cadmium from use of the Covered Products manufactured, distributed, or  
26 sold by Defendant within 60 days prior to the Effective Date, as set forth in the Notices. The Parties  
27 intend that this Consent Judgment shall have preclusive effect such that no other actions by private  
28 enforcers, whether purporting to act in his, her, or their interests or the public interest, shall be  
permitted to pursue and take any action with respect to any violation of Proposition 65 based on

1 exposure to lead and/or cadmium from use of the Covered Products that was alleged in the  
2 Complaint, or that could have been brought pursuant to the Notices against Defendant and the  
3 Downstream Releasees (“Proposition 65 Claims”). Defendant’s compliance with the terms of this  
4 Consent Judgment constitutes compliance with Proposition 65 by Defendant with regard to  
5 exposure to lead and/or cadmium from use of the Covered Products.

6           5.2 In addition to the foregoing, Balabbo, on behalf of herself, her past and current  
7 agents, representatives, attorneys, and successors and assignees, and *not* in her representative  
8 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of  
9 legal action and releases Defendant, Defendant Releasees, and Downstream Releasees from any  
10 and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts,  
11 contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and  
12 attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,  
13 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising  
14 from Covered Products manufactured, distributed, or sold by Defendant, Defendant Releasees or  
15 Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph,  
16 Balabbo hereby specifically waives any and all rights and benefits which she now has, or in the  
17 future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which  
18 provides as follows:

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

23           5.3 Defendant waives any and all claims against Balabbo, her attorneys and other  
24 representatives, for any and all actions taken, or statements made (or those that could have been  
25 taken or made) by Balabbo and her attorneys and other representatives, whether in the course of  
26 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter,  
27 and with respect to Covered Products.

1       **6. INTEGRATION**

2           6.1     This Consent Judgment contains the sole and entire agreement of the Parties and  
3 any and all prior negotiations and understandings related hereto shall be deemed to have been  
4 merged within it. No representations or terms of agreement other than those contained herein exist  
5 or have been made by any Party with respect to the other Party or the subject matter hereof.

6       **7. GOVERNING LAW**

7           7.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
8 California and apply within the State of California. In the event that Proposition 65 is repealed or  
9 is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then  
10 Defendant may move to modify this Consent Judgment to reflect such changes to the law, as set  
11 forth in Section 11.

12       **8. NOTICES**

13           8.1     Unless specified herein, all correspondence and notices required to be provided  
14 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-  
15 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party  
16 by the other party at the following addresses:

17       For Defendant:

18                 Trenton H. Norris  
19                 Hogan Lovells US LLP  
20                 4 Embarcadero Center, Ste. 3500  
                   San Francisco, CA 94111

21       And

22       For Balabbo:

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

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

1       **9. COUNTERPARTS; FACSIMILE SIGNATURES**

2           9.1     This Consent Judgment may be executed in counterparts and by facsimile, each of  
3     which shall be deemed an original, and all of which, when taken together, shall constitute one and  
4     the same document.

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

7           10.1    Balabbo agrees to comply with the requirements set forth in California Health &  
8     Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.  
9     Defendant agrees they shall support approval of such Motion.

10          10.2    This Consent Judgment shall not be effective until it is approved and entered by the  
11     Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the  
12     Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30  
13     days, the case shall proceed on its normal course, unless the Parties mutually agree in writing  
14     otherwise.

15          10.3    If the Court approves this Consent Judgment and is reversed or vacated by an  
16     appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent  
17     Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on  
18     its normal course on the trial court's calendar.

19       **11. MODIFICATION**

20          11.1    This Consent Judgment may be modified only by further written stipulation of the  
21     Parties and the approval of the Court or upon the granting of a motion brought to the Court by either  
22     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: \_\_\_\_\_  
By: \_\_\_\_\_  
PRECILA BALABBO

Date: 1-30-2026  
By:   
DICARLO SEAFOOD COMPANY, INC.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

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**AGREED TO:**

**AGREED TO:**

Date: 2 / 3 / 26

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

By: *Precila Balabbo*  
PRECILA BALABBO

By: \_\_\_\_\_  
DICARLO SEAFOOD COMPANY, INC.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court