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Attorneys for Plaintiff

Environmental Health Advocates, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ENVIRONMENTAL HEALTH
ADVOCATES, INC.,

Plaintiff,

v.

POWER-SELLES IMPORTS INC., a
Washington corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. CGC-26-634651

**[PROPOSED] AMENDED CONSENT
JUDGMENT**

(Health & Safety Code § 25249.6 *et seq.*
and Code Civ. Proc. § 664.6)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Environmental Health Advocates, Inc.,
4 (“EHA” or “Plaintiff”) and Power-Selles Imports, Inc. (“Defendant”) with EHA and Defendant each
5 individually referred to as a “Party” and collectively referred to as the “Parties.”

6 **1.2 Plaintiff**

7 EHA is a corporation organized in the state of California, acting in the interest of the general
8 public. It seeks to promote awareness of exposures to toxic chemicals and to improve human health by
9 reducing or eliminating hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 Defendant employs ten or more individuals and for purposes of this Consent Judgment only, is
12 a “person in the course of doing business” for purposes of the Safe Drinking Water and Toxic
13 Enforcement Act of 1986, Health and Safety Code section 25249.6 et seq. (“Proposition 65”).

14 **1.4 General Allegations**

15 EHA alleges that Defendant manufactures, imports, sells, and distributes for sale Matiz Wild
16 Pulp Octopus that contains lead. EHA further alleges that Defendant does so without providing a
17 sufficient health hazard warning as required by Proposition 65 and related Regulations. Defendant
18 denies these allegations and asserts that its products are safe and in compliance with all applicable laws,
19 rules and regulations.

20 **1.5 Notice of Violation**

21 On or around July 25, 2025, EHA served Defendant, the California Attorney General, and all
22 other required public enforcement agencies with a 60-Day Notice of Violation of Proposition 65
23 (“Notice”). The Notice alleged that Defendant had violated Proposition 65 by failing to sufficiently
24 warn consumers in California of the health hazards associated with exposures to lead. No public
25 enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the
26 Notice.

1.6 Product Description

The products covered by this Consent Judgment are packaged, canned, or jarred octopus products processed, imported, sold, shipped, delivered, or distributed for sale to consumers in California by Defendant directly or indirectly (“Covered Products”).

1.7 State of the Pleadings

On or around March 4, 2026, EHA filed a Complaint against Defendant for the alleged violations of Proposition 65 that are the subject of the Notice (“Complaint”).

1.8 No Admission

Defendant denies the material factual and legal allegations of the Notice and Complaint and maintains that all of the products it has manufactured, imported, sold, and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all applicable laws, rules and regulations. Nothing in this Consent Judgment shall be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent Judgment be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect Defendant’s obligations, responsibilities, and duties under this Consent Judgment.

1.9 Jurisdiction

For purposes of this Consent Judgment and the Complaint only, the Parties stipulate that this Court has jurisdiction over Defendant as to the allegations in the Complaint, that venue is proper in the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1.10 Effective Date

For purposes of this Consent Judgment, the term “Effective Date” means the date on which this Consent Judgment is approved by the Court, as discussed in Section 5.

1.11 Compliance Date

For purposes of this Consent Judgment, the term "Compliance Date" means 30 days from the date on which this Consent Judgment is approved and entered as a judgment of the Court, as discussed in Section 5.

2. INJUNCTIVE RELIEF

2.1 Reformulation of the Covered Products

Subject to Section 2.3, on and after the Compliance Date, Defendant shall not directly distribute or sell in the State of California any Covered Product that exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead based on a single serving per day, as provided by the listed serving size on the package, unless such Covered Product bears a clear and reasonable warning pursuant to Section 2.2. The "Daily Lead Exposure Level" shall be calculated by multiplying the recommended serving size of the Covered Product by the concentration of lead in the Covered Product. As used in this Section 2, "distributed for sale in CA" means to directly ship Covered Products into California or to sell Covered Products to a distributor Defendant knows will sell Covered Products in California.

2.2 Clear and Reasonable Warnings

The warning provided for in this Section 2.2 shall be deemed a "clear and reasonable" Proposition 65 warning, within the meaning of Health and Safety Code Section 25249.6. Specifically, Defendant agrees that each warning shall be prominently placed with such conspicuousness, as compared with words, statements, designs, or devices as to render it likely to be seen, read, and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which specific Covered Products the warning applies, and which listed chemical(s) is/are implicated, so as to minimize the risk of consumer confusion.

A clear and reasonable warning for the Covered Products shall consist of a product-specific warning via one or more of the following methods: (1) A posted sign, shelf tag, or shelf sign for the consumer product at each point of display of the product; (2) Any electronic device or process that automatically provides the warning to the purchaser (not applicable to internet purchases, which are

subject to the provisions of § 25602(b)); (3) A warning directly affixed to the product’s label or tag; or
(4) A short-form warning on the label that complies with the content requirements set forth in §§
25603(b) and 25603(a). Specifically, pursuant to § 25603(a) – (d), one of the following statements must
be utilized:

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

OR

SHORT FORM 2) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

OR

SHORT FORM 3) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

OR

**SHORT FORM ON
A PRODUCT
MANUFACTURED
/LABELED PRIOR
TO 1/1/28,
REGARDLESS OF
DATE OF SALE**

4) **WARNING: Cancer and Reproductive Harm –**
www.P65Warnings.ca.gov/food.

Pursuant to Section 25607.1, where the warning is provided on the food product label, it must
be set off from other surrounding information and enclosed in a box. Where a specific food product
sign, label, placard, or shelf tag is used to provide a warning, it must be displayed with such
conspicuousness, as compared with other words, statements, or designs as to render it likely to be read
and understood by an ordinary individual prior to sale. In no case shall a warning statement appear in a
type size smaller than 6-point type. Where a sign, labeling, or label as defined in Section 25600.1 is
used to provide a warning that includes consumer information about a product in a language other than
English, the warning must also be provided in that language in addition to English.

As set forth in Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 25603 must be provided via one of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word “**WARNING**” or the words “**CA WARNING**” or “**CALIFORNIA WARNING**” on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. For internet purchases made prior to 1/1/28, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(c) with content compliant with Section 25603(b). These requirements extend to any websites under the exclusive control of Defendant where Covered Products are sold into California. In addition, Defendant shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

2.3 Sell-Through Period

There shall be no warning or other obligation under Section 2 for Covered Products that are processed, manufactured, packaged, or placed into commerce on or before the Compliance Date, regardless of when such Covered Products are subsequently distributed or sold to consumers in California by Defendant or “Releasees” (as defined in Section 4), though such Covered Products are expressly subject to, and have the benefit of, the release set forth in Section 4.

2.4 Compliance with Warning Regulations

Defendant shall be deemed to be in compliance with this Consent Judgment by electing, at its discretion, to either adhere to Sections 2.1 and 2.2 of this Consent Judgment or by complying with any applicable warning requirements adopted by OEHHA that are applicable to Covered Products and the exposures at issue.

3. MONETARY SETTLEMENT TERMS

3.1 Settlement Amount

Defendant shall pay fifty thousand dollars (\$50,000.00) in settlement and total satisfaction of all the claims referred to in the Notice(s), the Complaint, and this Consent Judgment. This includes civil penalties in the amount of four thousand dollars (\$4,000.00) pursuant to Health and Safety Code section 25249.7(b); attorneys' fees and costs in the amount of forty-six thousand dollars (\$46,000.00) pursuant to Code of Civil Procedure section 1021.5.

3.2 Civil Penalty

The portion of the settlement attributable to civil penalties shall be allocated according to Health and Safety Code section 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) of the penalty paid to EHA individually. The four thousand dollars (\$4,000.00) in civil penalties shall be paid as follows:

- One payment of three thousand dollars (\$3,000.00) to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of one thousand dollars (\$1,000.00) to EHA, due fourteen (14) days after the Effective Date.

All payments owed to EHA shall be delivered to the following address:

Environmental Health Advocates
225 Broadway, Suite 2100
San Diego, CA 92101

All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Service Delivery:

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

For Federal Express 2-Day Delivery:

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

Defendant agrees to provide EHA's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payment to EHA.

Plaintiff and its counsel will provide completed IRS 1099, W-9, or other tax forms as required. Relevant information is set out below:

- "Environmental Health Advocates, Inc." (EIN: 84-2322975) at the address provided above.
- "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814.

All payments referenced in this section shall be paid within fourteen (14) days of the date the Court approves EHA's motion to approve this Consent Judgment.

3.3 Attorney's Fees and Costs

The portion of the settlement attributable to attorneys' fees and costs shall be paid to EHA's counsel, who are entitled to attorneys' fees and costs incurred by it in this action, including but not limited to investigating potential violations, bringing this matter to Defendant's attention, as well as litigating and negotiating a settlement in the public interest.

Defendant shall provide its payment for civil penalty and for attorneys' fees and costs to EHA's counsel by physical check or by electronic means, including wire transfers, at Defendant's discretion, as one payment of forty-six thousand dollars (\$46,000.00), due sixty (60) days after the Effective Date.

The attorney fee payments shall be made payable to Entorno Law, LLP and delivered to:

Isaac Fayman
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

1 **4. CLAIMS COVERED AND RELEASE**

2 **4.1 EHA's Public Release of Proposition 65 Claims**

3 This Consent Judgment is a full, final, and binding resolution between Plaintiff, acting on its
4 own behalf and in the public interest, and Defendant, and its current and former parents, shareholders,
5 members, directors, officers, managers, employees, representatives, agents, attorneys, divisions,
6 holding companies, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
7 predecessors, successors, and assigns, and all downstream entities to whom they directly or indirectly
8 distribute, transfer, or sell the Covered Products, including but not limited to distributors, wholesalers,
9 customers, licensors, licensees, retailers, online marketplaces and e-commerce platforms, franchisees,
10 franchisors, dealers, cooperative members, suppliers, purchasers, and users, and each of their parents,
11 shareholders, members, directors, officers, managers, employees, representatives, agents, attorneys,
12 divisions, holding companies, subdivisions, subsidiaries, partners, sister companies, and affiliates, and
13 their predecessors, successors, and assigns (collectively, "Releasees"), of all claims for violations of
14 Proposition 65 that could be brought based on exposures to lead from Covered Products, including all
15 varieties and variations, imported, manufactured, packaged, distributed, marketed, sold, or offered for
16 sale by Releasees up through the Compliance Date. The Parties intend that this Consent Judgment
17 shall have preclusive effect such that no other actions by private enforcers, whether purporting to act
18 in his, her, or their interests or the public interest, shall be permitted to pursue, take any action with
19 respect to, or maintain any claim or cause of action relating to, any violation of Proposition 65 based
20 on exposure to lead from use of the Covered Products, including all varieties and variations. Releasees'
21 compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with
22 respect to exposures to lead from Covered Products.

23 **4.2 EHA's Individual Release of Claims**

24 EHA, in its individual capacity, also provides a release to Defendant and/or Releasees, which
25 shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action,
26 obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every
27 nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of
28

1 alleged or actual exposures to lead in Covered Products manufactured, imported, sold, or distributed
2 by Defendant before the Effective Date. With respect to the foregoing release, EHA hereby specifically
3 waives all rights and benefits which it now has, or in the future may have, conferred by virtue of the
4 provisions of California Civil Code section 1542, which provides as follows:

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

11 **4.3 Defendant's Release of EHA**

12 Defendant on its own behalf, and on behalf of Releasees as well as its past and current agents,
13 representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA
14 and its attorneys and other representatives, for any and all actions taken or statements made by EHA
15 and its attorneys and other representatives, whether in the course of investigating claims, otherwise
16 seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products.

17 **4.4 No Other Known Claims or Violations**

18 EHA and EHA's counsel affirm that they are not presently aware of any actual or alleged
19 violations of Proposition 65 by Defendant or for which Defendant bears legal responsibility other
20 than those that are fully resolved by this Consent Judgment.

21 **5. COURT APPROVAL**

22 This Consent Judgment is not effective until it is approved by the Court and shall be null and void if
23 it is not approved by the Court within one year after it has been fully executed by the Parties, or by
24 such additional time as the Parties may agree to in writing. This Consent Judgment, its existence, and
25 any statements in it shall not be offered or admitted for any purpose in any lawsuit, action, matter, or
26 proceeding, except to enforce its terms with respect to Covered Products and Defendant's obligations
27 hereunder.

28 **6. SEVERABILITY**

Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is held
by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

1 **7. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the state of California as
3 applied within the state of California. In the event that Proposition 65 or its regulations applicable to
4 Covered Products are repealed, or are otherwise rendered inapplicable or invalid, including but not
5 limited to by reason of changes in the law, federal preemption, or the First Amendment commercial
6 speech rights of the U.S. Constitution, as determined by a court of competent jurisdiction or an agency
7 of the federal government, then Power-Selles may seek relief from the injunctive obligations imposed
8 by this Consent Judgment to the extent any Covered Products are so affected by modifying the
9 agreement via the mechanisms set forth in Section 12.

10 In the event the California Office of Environmental Health Hazard Assessment adopts a
11 regulation or safe use determination, or issues an interpretive guideline that exempts Covered Products
12 from meeting the requirements of Proposition 65 or if lead cases are permanently enjoined by a court
13 of competent jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden
14 on First Amendment rights with respect to lead in Covered Products or Covered Products substantially
15 similar to Covered Products, then Power-Selles may seek relief from the injunctive obligations imposed
16 by this Consent Judgment to the extent any Covered Products are so affected by modifying the
17 agreement via the mechanisms set forth in Section 12.

18 **8. ENFORCEMENT**

19 In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled
20 to its reasonable attorneys' fees and costs. The injunctive terms of this Consent Judgment may be
21 enforced by public agency prosecutors pursuant to California Health and Safety Code section
22 25249.7(c), and/or by private party prosecutors acting "in the public interest" under California Health
23 and Safety Code section 25249.7(d).

24 **9. NOTICE**

25 Unless otherwise specified herein, all correspondence and notice required by this Consent
26 Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified
27 mail, return receipt requested; or (iii) a recognized overnight courier; and (iv) with a copy by email; to
28 the following addresses:

If to Defendant:

Bao M. Vu
 Stoel Rives LLP
 1 Montgomery Street, Suite 3230
 San Francisco, CA 94104
 bao.vu@stoel.com

If to EHA:

Noam Glick
 Entorno Law, LLP
 225 Broadway, Suite 2100
 San Diego, CA 92101
 noam@entornolaw.com

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

10. COUNTERPARTS; DIGITAL SIGNATURES

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

11. POST EXECUTION ACTIVITIES

EHA agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ their reasonable best efforts, including those of their counsel, to support the entry of this agreement as judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of this Section, “best efforts” shall include, at a minimum, supporting the motion for approval, responding to any objection that any third-party may make, and appearing at the hearing before the Court if so requested.

12. MODIFICATION

This Consent Judgment may be modified by: (i) a written agreement of the Parties and entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any Party for good cause shown, and the entry of a modified consent judgment thereon by the Court. Any proposed modification shall be sent to the Office of the California Attorney General 45 days in advance the hearing date on the Motion to Modify such that the Attorney General has a reasonable opportunity to review and comment thereon.

1 **13. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

4 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES; RIGHT TO CURE**

5 If a dispute arises with respect to either Party's compliance with the terms of this Consent
6 Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone, and/or in
7 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed
8 in the absence of such a good faith attempt to resolve the dispute beforehand.

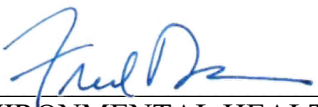
9 Without limiting the foregoing, to the extent Plaintiff identifies any Covered Product that it
10 believes is not in compliance with this Consent Judgment, Plaintiff shall provide Defendant with
11 written notice that includes photographs of the Covered Product's labeling and packaging, a purchase
12 receipt reflecting when and where the Covered Product was purchased in California, and results from
13 an independent third-party laboratory showing exposure to lead at levels requiring a warning under
14 Proposition 65 or its implementing regulations. Defendant shall have thirty (30) business days from
15 receipt of such notice to cure any alleged noncompliance. If Defendant cures the alleged
16 noncompliance within thirty (30) business days, Defendant shall not be deemed in breach of this
17 Consent Judgment and shall not be liable for civil penalties, attorney's fees, or costs for sales of such
18 Covered Products occurring prior to the expiration of the cure period.

19 **15. ENTIRE AGREEMENT**

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

AGREED TO:

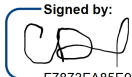
Date: 9/9/26

By: 

ENVIRONMENTAL HEALTH
ADVOCATES, INC.

AGREED TO:

Date: 9/9/26

By: 

POWER-SELLES IMPORTS, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT