

1 Evan Smith (SBN 242352)
2 Ryan P. Cardona (SBN 302113)
3 BRODSKY SMITH
4 9465 Wilshire Blvd., Ste. 300
5 Beverly Hills, CA 90212
6 Tel: (877) 534-2590
7 Fax: (310) 247-0160

8 *Attorneys for Plaintiff*

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.
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Case No.: CGC-25-629946

**[PROPOSED] CONSENT
JUDGMENT**

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: March 24, 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.
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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
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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
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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 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 (using the largest
11 serving size appearing on the Covered Product label), multiplied by servings of the Covered
12 Product per day (using the largest number of daily recommended servings appearing on the label),
13 which equates to micrograms of lead exposure per day. If the Covered Product label contains no
14 recommended daily servings, then the number of recommended daily 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 (using the largest serving size appearing on the Covered Product label), multiplied by servings of
22 the Covered Product per day (using the largest number of daily recommended servings appearing
23 on the label), which equates to micrograms of cadmium exposure per day. If the Covered Product
24 label contains no recommended daily servings, then the number of recommended daily servings
25 shall be one (1).

26 **3.4 Clear and Reasonable Warning.** Commencing within 90 days after the Effective
27 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.4
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1 and 3.5 must be provided for all Covered Products that Defendant manufacturers, imports,
2 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be
3 no obligation for Defendant to provide an exposure warning for Covered Products that entered the
4 stream of commerce prior to, or within 90 days after the Effective Date. The warning shall consist
5 of either the **Warning** or **Alternative Warning** or **Retail Seller Warning** described in §§ 3.4(a) -
6 (f):

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

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

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

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

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

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

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

28 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
appropriately reflect whether there is lead, cadmium, or multiple chemicals in the Covered Product,

1 but if there is a chemical present at a level that requires a cancer warning, the chemical requiring
2 use of the phrase “cancer and” in the **Warning** shall *always* be identified.

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

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

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

15 (e) **Retail Seller Warning:** Defendant may also comply with the warning
16 requirement by providing a written notice directly to the authorized agent for any business to
17 which they transfer any Covered Product(s), including distributors and retail sellers, so long as
18 such business is subject to Health and Safety Code section 25249.6. Such written notice must
19 comply with all provisions set forth in California Code of Regulations, Title 11, section
20 25600.2(b). Defendant shall instruct that retail sellers provide a shelf sign or tag warning that
21 provides, for each Covered Product that Defendant supplies such retail sellers, the following text:

22 **[CALIFORNIA] WARNING:** Consuming [Clams,] [Mussels,] [Scallops] and [Oysters]
23 can expose you to chemicals including lead and cadmium, which are known to the State of
24 California to cause cancer and birth defects or other reproductive harm. For more
information, go to www.P65Warnings.ca.gov/food.

25 In order for a shelf sign or tag warning to comply with this section, it must identify all
26 Covered Products supplied by Defendant for which the warning applies. For example, if
27 Defendant supplies a retail seller, or a distributor it knows supplies the products to a retail seller,
28 with Clams, Mussels, and Scallops, the shelf sign or tag warning must include the words

1 “Clams,” “Mussels,” and “Scallops.” If Defendant supplies a retail seller with Clams, Mussels,
2 Scallops, and Oysters, the shelf sign or tag warning must include the words “Clams,” “Mussels,”
3 “Scallops,” and “Oysters.”

4 The shelf tag or sign warning shall be printed on 65-pound cover stock and shall be 8-1/2”
5 by 11” in size. The warning shall be posted in the area where the Covered Product(s) are sold, in
6 a manner that is reasonably calculated to make the warning message available to the customer
7 prior to the purchase of the Covered Products as set forth below:

8 (1) Where Covered Products are sold in a grocery counter with an upright glass
9 cover, the shelf tag or sign warning shall be affixed at the top of the glass portion of the counter in
10 the middle of the counter, or shall be placed in a holder that stands upright on the counter in the
11 middle of the counter. If the counter extends for more than ten feet from where the sign is posted,
12 another shelf tag or sign warning shall be posted in a similar fashion every ten feet from the
13 middle sign.

14 (2) Where Covered Products are sold in a grocery counter without an upright glass
15 cover, the shelf tag or sign warning shall be placed in a holder that stands upright at eye level on
16 the counter in the middle section. If the counter extends for more than ten feet from where the
17 sign is posted, another shelf tag or sign warning shall be posted in a similar fashion every ten feet
18 from the middle sign.

19 (3) All shelf tags or sign warnings must be no more than three feet from the
20 consumer purchasing Covered Product(s) and sufficiently well lighted so that they can be easily
21 read.

22 (f) **Warning Requirements:** Any **Warning** provided pursuant to § 3.4 must
23 print the word “[CALIFORNIA] WARNING:” in all capital letters and in bold font, followed by
24 a colon. The **Warning**, **Alternative Warning**, or **Retail Seller Warning** shall be affixed to or
25 printed on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device
26 or automatic process, provided that the **Warning**, **Alternative Warning**, or **Retail Seller Warning**
27 is displayed with such conspicuousness, as compared with other words, statements, or designs as
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1 to render it likely to be read and understood by an ordinary individual under customary conditions
2 of purchase or use. If Defendant elects to warn with the **Warning** or **Alternative Warning**, the
3 **Warning** or **Alternative Warning** may be contained in the same section of the packaging, labeling,
4 or instruction booklet that states other safety warnings, if any, concerning the use of the Product
5 and shall be at least the same size as those other safety warnings. Where the **Warning** or
6 **Alternative Warning** is provided on the food product label, it must be set off from other
7 surrounding information, and Defendant shall enclose the **Warning** or **Alternative Warning** in a
8 black box and comply with the content requirements specified in Section 25607.2. If “consumer
9 information,” as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c)
10 as it may be amended from time to time, is provided in a foreign language, Defendant shall provide
11 the **Warning**, **Alternative Warning**, or **Retail Seller Warning** in the foreign language in
12 accordance with applicable warning regulations adopted by the State of California’s Office of
13 Environmental Health Hazard Assessment (“OEHHA”).

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

11 **4. MONETARY TERMS**

12 **4.1 Civil Penalty.** Defendant shall pay \$6,000.00 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 Balabbo, 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 \$4,500.00; and
18 to (b) "Precila Balabbo" in the amount of \$1,500.00. Payment owed to Balabbo 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
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
Office of Environmental Health Hazard Assessment
28 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 \$54,000.00 to Brodsky Smith as complete reimbursement for Balabbo'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 Balabbo
16 acting on her own behalf, and on behalf of the public interest, and Defendant, and their parents,
17 shareholders, members, directors, officers, managers, employees, representatives, agents,
18 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
19 predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom they
20 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but
21 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees
22 retailers, including but not limited to Gelson's, Bristol Farms, Albertsons Companies, Inc., and
23 each of these entities' parents, subsidiaries, and affiliates, franchisees, and cooperative members
24 ("Downstream Releasees"), of any and all claims that were brought or could have been brought
25 related to the Notices and any and all alleged violations of Proposition 65 that could be brought
26 based on exposures to lead and/or cadmium from use of the Covered Products manufactured,
27 distributed, or sold by Defendant within 60 days after the Effective Date, as set forth in the Notices.
28 This Consent Judgment shall have preclusive effect such that no other actions by private enforcers,
whether purporting to act in his, her, or their interests or the public interest, shall be permitted to

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

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

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

26 5.3 Defendant waives any and all claims against Balabbo, her attorneys and other
27 representatives, for any and all actions taken, or statements made (or those that could have been
28 taken or made) by Balabbo and her attorneys and other representatives, whether in the course of

investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter, and with respect to Covered Products.

6. INTEGRATION

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

7. GOVERNING LAW

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

8. NOTICES

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

For Defendant:

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

And

For Balabbo:

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

Any party, from time to time, may specify in writing to the other party a change of address to

1 which all notices and other communications shall be sent.

2 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

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

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 written stipulation of the
22 Parties and the approval of the Court or upon the granting of a motion brought to the Court by either
23 Party.

24 **12. ATTORNEY'S FEES**

25 12.1 This Consent Judgment may only be enforced by the Parties. A Party who
26 unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required
27 to pay the prevailing party's reasonable attorney's fees and costs.
28

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: 1-30-2026

15 By: _____
16 PRECILA BALABBO

By: 
DICARLO SEAFOOD COMPANY, INC.

17
18
19
20
21 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

22
23 Dated: _____

Judge of Superior Court

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AGREED TO:

AGREED TO:

Date:

2 / 3 / 26

Date:

By:



By:

PRECILA BALABBO

DICARLO SEAFOOD COMPANY, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated:

Judge of Superior Court