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

11 GABRIEL ESPINOZA,

12 Plaintiff,

13 v.

14 GELSON'S MARKETS,

15 Defendant.

Case No.: CGC-25-629692

**[PROPOSED] CONSENT  
JUDGMENT**

Judge: Joseph M. Quinn

Dept.: 302

Hearing Date: June 16, 2026

Hearing Time: 9:00 AM

Complaint Filed: September 29, 2025

1       **1.     INTRODUCTION**

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

10           **1.2     Allegations and Representations.** Espinoza alleges that Defendant has exposed  
11 individuals to lead<sup>1</sup> 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 June 10, 2025, Espinoza served Gelson’s  
16 Markets (“Gelson’s”) and various public enforcement agencies with documents entitled “60-Day  
17 Notice of Violation” pursuant to Health & Safety Code §25249.7(d) (the “First June Notice”),  
18 alleging that Gelson’s violated Proposition 65 for failing to warn consumers and customers that  
19 consumption of mussels exposes consumers in California to lead and cadmium. No public enforcer  
20 has brought and is diligently prosecuting the claims alleged in the First June Notice.

21           **1.4**On June 11, 2025, Espinoza served Gelson’s and various public enforcement  
22 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
23 §25249.7(d) (the “Second June Notice”), alleging that Gelson’s violated Proposition 65 for failing  
24 to warn consumers and customers that consumption of clams exposes consumers in California to  
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27           <sup>1</sup> As used in this Consent Judgment, the term “lead” includes its elemental form, any compounds  
28 containing lead, and any derivatives thereof.

1 lead and cadmium. No public enforcer has brought and is diligently prosecuting the claims alleged  
2 in the Second June Notice.

3 1.5 June 27, 2025, Espinoza served Gelson’s and various public enforcement agencies  
4 with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
5 §25249.7(d) (the “Third June Notice”), alleging that Gelson’s violated Proposition 65 for failing to  
6 warn consumers and customers that consumption of scallops exposes consumers in California to  
7 lead and cadmium. No public enforcer has brought and is diligently prosecuting the claims alleged  
8 in the Third June Notice.

9 1.6 On September 19, 2025, Espinoza served Gelson’s and various public enforcement  
10 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code  
11 §25249.7(d) (the “First September Notice”), alleging that Gelson’s violated Proposition 65 for  
12 failing to warn consumers and customers that consumption of oysters exposes consumers in  
13 California to lead and cadmium. No public enforcer has brought and is diligently prosecuting the  
14 claims alleged in the First September Notice.

15 1.7 On September 19, 2025, Espinoza served Gelson’s, Santa Monica Seafood, and  
16 various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
17 pursuant to Health & Safety Code §25249.7(d) (the “Second September Notice”) alleging that  
18 Gelson’s and Santa Monica Seafood violated Proposition 65 for failing to warn consumers and  
19 customers that consumption of mussels exposes consumers in California to lead and cadmium. No  
20 public enforcer has brought and is diligently prosecuting the claims alleged in the Second  
21 September Notice.

22 1.8 On September 22, 2025, Espinoza served Gelson’s, Santa Monica Seafood, and  
23 various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
24 pursuant to Health & Safety Code §25249.7(d) (the “Third September Notice”) alleging that  
25 Gelson’s and Santa Monica Seafood violated Proposition 65 for failing to warn consumers and  
26 customers that consumption of clams exposes consumers in California to lead and cadmium. No  
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1 public enforcer has brought and is diligently prosecuting the claims alleged in the Third September  
2 Notice.

3 1.9 On September 25, 2025, Espinoza served Gelson’s, Santa Monica Seafood, and  
4 various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
5 pursuant to Health & Safety Code §25249.7(d) (the “Fourth September Notice”) alleging that  
6 Gelson’s and Santa Monica Seafood violated Proposition 65 for failing to warn consumers and  
7 customers that consumption of scallops exposes consumers in California to lead and cadmium. No  
8 public enforcer has brought and is diligently prosecuting the claims alleged in the Fourth September  
9 Notice.

10 1.10 On September 26, 2025, Espinoza served Gelson’s, Santa Monica Seafood, and  
11 various public enforcement agencies with documents entitled “60-Day Notice of Violation”  
12 pursuant to Health & Safety Code §25249.7(d) (the “Fifth September Notice”) alleging that  
13 Gelson’s and Santa Monica Seafood violated Proposition 65 for failing to warn consumers and  
14 customers that consumption of oysters exposes consumers in California to lead and cadmium. No  
15 public enforcer has brought and is diligently prosecuting the claims alleged in the Fifth September  
16 Notice.

17 1.11 The First June Notice, Second June Notice, Third June Notice, First September  
18 Notice, Second September Notice, Third September Notice, Fourth September Notice, and Fifth  
19 September Notice are collectively referred to as the “Notices.”

20 1.12 On September 29, 2025, Espinoza filed a complaint against Gelson’s that brought  
21 claims pertaining to the First June Notice, Second June Notice, and Third June Notice (the  
22 “Complaint”).

23 1.13 On December 18, 2025, Espinoza filed a first amended complaint (“First Amended  
24 Complaint”) that added Santa Monica Seafood as a defendant. The First Amended Complaint also  
25 added claims against Gelson’s and Santa Monica Seafood for all of the above Notices.

26 1.14 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
27 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that  
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1 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,  
2 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution  
3 of all claims which were or could have been raised in the Action based on the facts alleged therein  
4 and in the Notices.

5 1.15 Defendant denies all material allegations contained in the Notices and Action and  
6 maintains that it has not violated Proposition 65 or any other law with respect to the products  
7 identified in the notices. Nothing in this Consent Judgment shall be construed as an admission by  
8 Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this  
9 Consent Judgment constitute or be construed as an admission by Defendant of any fact, finding,  
10 conclusion, issue of law, or violation of law, such being specifically denied by Defendant.  
11 However, this section shall not diminish or otherwise affect the obligations, responsibilities, and  
12 duties of Defendant under this Consent Judgment.

13 **2. DEFINITIONS**

14 2.1 **Covered Products.** The term “Covered Product(s)” mean all (a) Clams, (b)  
15 Mussels, (c) Scallops, and (d) Oysters that are manufactured, imported, distributed, sold, shipped  
16 into California, or offered for sale in California by Defendant, Defendant Releasees (defined  
17 below), and /or Downstream Releasees (defined below).

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<sup>2</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<sup>3</sup> 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  
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25 <sup>2</sup> “Serving size” means the reference amount customarily consumed (“RACC”) for the Covered  
26 Products as established by the U.S. Food and Drug Administration for purposes of nutrition  
27 labeling. For fish and shellfish, the applicable RACC is 85 grams for cooked fish or shellfish and  
28 110 grams for raw fish or shellfish.

<sup>3</sup> *Id.*

1 per day. If the Covered Product label contains no recommended daily servings, then the number of  
2 recommended daily servings shall be one (1).

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

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

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

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

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

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

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

27           **[CALIFORNIA] WARNING:** Consuming this product can expose you to  
28 chemicals including lead and cadmium, which are 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](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

1 identified in § 3.2 or if Defendant has reason to believe that another Proposition 65 listed chemical  
2 is present at a level requiring the cancer warning. As identified in the brackets, the **Warning** shall  
3 appropriately reflect whether there is lead, cadmium, or multiple chemicals in the Covered Product,  
4 but if there is a chemical present at a level that requires a cancer warning, the chemical requiring  
5 use of the phrase “cancer and” in the **Warning** shall *always* be identified.

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

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

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

18 (e) **Warning Requirements:** Defendant agrees to comply with the  
19 requirements of Title 27, California Code of Regulations, Section 25600.2. Any **Warning** provided  
20 pursuant to § 3.4 must print the word “[**CALIFORNIA] WARNING:**” in all capital letters and in  
21 bold font, followed by a colon. The **Warning** or **Alternative Warning** shall be affixed to or printed  
22 on the Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device or  
23 automatic process, provided that the **Warning** or **Alternative Warning** is displayed with such  
24 conspicuousness, as compared with other words, statements, or designs as to render it likely to be  
25 read and understood by an ordinary individual under customary conditions of purchase or use. A  
26 **Warning** or **Alternative Warning** provided via an electronic device or automatic process does not  
27 apply to internet purchases, which are subject to the provisions of Section 25602(b). If Defendant  
28 elects to warn with the **Warning** or **Alternative Warning**, the **Warning** or **Alternative Warning**

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

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

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

9 **4. MONETARY TERMS**

10 **4.1 Civil Penalty.** Defendant shall pay \$6,000.00 as a Civil Penalty pursuant to Health  
11 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &  
12 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the  
13 Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

14 **4.1.1** Within ten (10) days of the Effective Date, Defendant shall issue two  
15 separate checks for the Civil Penalty payment to (a) “OEHHA” in the amount of \$4,500.00; and  
16 to (b) “Gabriel Espinoza” in the amount of \$1,500.00. Payment owed to Espinoza pursuant to this  
17 Section shall be delivered to the following payment address:

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

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

23 For United States Postal Service Delivery:

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

27 For Non-United States Postal Service Delivery:

28 Mike Gyurics

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

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

7 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Defendant shall pay  
8 \$49,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs  
9 incurred as a result of investigating, bringing this matter to the attention of Defendant, litigating  
10 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to  
11 Code of Civil Procedure § 1021.5.

12 **5. RELEASE OF ALL CLAIMS**

13 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza  
14 acting on his own behalf, and on behalf of the public interest, and Defendant, and their parents,  
15 shareholders, members, directors, officers, managers, employees, representatives, agents,  
16 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their  
17 predecessors, successors and assigns ("Defendant Releasees"), and all entities from whom they  
18 obtain and to whom they directly or indirectly distribute or sell Covered Products, including but  
19 not limited to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees  
20 retailers, including but not limited to P.L.D. Enterprises, Inc., Gelson's, Bristol Farms, Albertsons  
21 Companies, Inc., Maplebear Inc. d/b/a Instacart, and each of these entities' parents, subsidiaries,  
22 and affiliates, franchisees, and cooperative members ("Downstream Releasees"), of any and all  
23 alleged violations of Proposition 65 that could be brought based on exposures to lead and/or  
24 cadmium from the manufacture, import, distribution, sale, shipping into California, or offering for  
25 sale of the Covered Products at any time up to and including sixty (60) days prior to the Effective  
26 Date. The Parties intend that this Consent Judgment shall have preclusive effect such that no other  
27 actions by private enforcers, whether purporting to act in his, her, or their interests or the public  
28 interest, shall be permitted to pursue and take any action with respect to any violation of Proposition  
65 based on exposure to lead and/or cadmium from use of the Covered Products that was alleged

1 in the Complaint, or that could have been brought pursuant to the Notices against Defendant and  
2 the Downstream Releasees (“Proposition 65 Claims”). This effect is intended to bar any such claims  
3 by private enforcers or other persons purporting to act in their interests or the public interest, to the  
4 fullest extent permitted by law. 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, Espinoza, on behalf of himself, his past and current  
8 agents, representatives, attorneys, and successors and assignees, and *not* in his 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 any and all claims that were brought or could have been  
17 brought related to the Notices and the foregoing waivers and releases in this paragraph, Espinoza  
18 hereby specifically waives any and all rights and benefits which he now has, or in the future may  
19 have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which provides  
20 as follows:

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

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

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

3 **6. INTEGRATION**

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

8 6.2 Subsequent to the Court's approval and entry of this Consent Judgment, if any  
9 provision, except for Section 5, is held by a court to be unenforceable, the validity of the remaining  
10 provisions shall not be adversely affected.

11 **7. GOVERNING LAW**

12 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
13 California and apply within the State of California.

14 **8. NOTICES**

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

19 For Defendant:

20 Adam B. Korn  
21 Allen Matkins  
22 1901 Avenue of the Stars, 18<sup>th</sup> Fl.  
Los Angeles, CA 90067

23 And

24 For Espinoza:

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

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

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1 **12. ATTORNEY’S FEES**

2 12.1 This Consent Judgment may only be enforced by the Parties. A Party who  
3 unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required  
4 to pay the prevailing party’s reasonable attorney’s fees and costs.

5 12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions  
6 pursuant to law.

7 **13. RETENTION OF JURISDICTION**

8 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
9 Consent Judgment. The injunctive terms of this Consent Judgment may only be enforced by 1) the  
10 Parties to this Consent Judgment, and 2) only those other parties who are required by law to be  
11 permitted to enforce this Consent Judgment.

12 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

13 14.1 If a dispute arises with respect to either Party’s compliance with the terms of this  
14 Consent Judgment entered by the Court, the Parties shall meet and confer in person, or by telephone,  
15 and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion  
16 may be filed in the absence of such a good faith attempt to resolve the dispute beforehand and the  
17 expiration of sixty (60) days.

18 **15. AUTHORIZATION**

19 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their  
20 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
21 document and certify that he or she is fully authorized by the Party he or she represents to execute  
22 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as  
23 explicitly provided herein each Party is to bear its own fees and costs.

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**AGREED TO:**

**AGREED TO:**

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

Date: April 24, 2026

By: \_\_\_\_\_

By: *Roger A. O'Brien*

GABRIEL ESPINOZA

SANTA MONICA SEAFOOD COMPANY

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

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

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


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**AGREED TO:**

**AGREED TO:**

Date: 4 | 28 | 26

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

By:   
GABRIEL ESPINOZA

By: \_\_\_\_\_  
SANTA MONICA SEAFOOD COMPANY

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

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

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