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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.

BUMBLE BEE FOODS, LLC, a Delaware limited liability company; GELSON'S MARKETS, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CGC-26-637481

[PROPOSED] CONSENT JUDGMENT

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

1. INTRODUCTION

1.1 Parties

This Consent Judgment is entered into by and between Environmental Health Advocates, Inc., ("EHA" or "Plaintiff") and Bumble Bee Foods, LLC ("Defendant" or "Bumble Bee") with EHA and Bumble Bee each individually referred to as a "Party" and collectively referred to as the "Parties."

1.2 Plaintiff

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

1.3 Defendant

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

1.4 General Allegations

EHA alleges that Bumble Bee manufactures, imports, sells, and distributes for sale Bumble Bee Crabmeat that contains cadmium and lead. EHA further alleges that Bumble Bee does so without providing a sufficient health hazard warning as required by Proposition 65 and implementing regulations. Bumble Bee denies these allegations and asserts that its products, including Bumble Bee Crabmeat, are safe and in compliance with all applicable laws, rules, and regulations.

1.5 Notice of Violation

On or around October 17, 2025, EHA served Defendant Bumble Bee, Gelson's Markets, the California Attorney General, and all other required public enforcement agencies with a 60-Day Notice of Violation of Proposition 65. This Notice was subsequently amended on March 20, 2026 to provide updated information for Bumble Bee and name Fred Duran as a new responsible individual ("Notices"). The Notices alleged that Bumble Bee had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to cadmium and lead contained in crabmeat products, including but not limited to Bumble Bee Lump Crabmeat manufactured or processed by Bumble Bee.

No public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notices.

1.6 Product Description

The product covered by this Consent Judgment is Bumble Bee Crabmeat manufactured or processed by Bumble Bee that allegedly contains cadmium and lead and is imported, sold, shipped, delivered, or distributed for sale to consumers in California by Releasees (as defined in section 4.1) ("Covered Products").

1.7 State of the Pleadings

On or around June 1, 2026, EHA filed a Complaint against Bumble Bee for the alleged violations of Proposition 65 that are the subject of the Notices ("Complaint").

1.8 No Admission

Bumble Bee denies the material factual and legal allegations of the Notices 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 by Bumble Bee of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Bumble Bee of any fact, finding, conclusion of law, issue of law, or violation of law, such being specifically denied by Bumble Bee.

This Consent Judgment is the product of negotiation and compromise and is accepted by Bumble Bee solely for purposes of settling, compromising, and resolving issues disputed in the Notices and Complaint.

In addition, this Consent Judgment shall not be used against Bumble Bee in any pending or future judicial proceeding between the Parties, and shall not be admissible as evidence in any judicial proceeding between the Parties, except to enforce the terms of this Consent Judgment. This Section shall not, however, diminish or otherwise affect Bumble Bee'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 Bumble Bee as to the allegations in the Complaint, that venue is proper in the County of San Francisco, and that the Court has jurisdiction to approve, enter, and enforce the provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure section 664.6, as a full and final binding resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein and in the Notices.

1.10 Effective Date

For purposes of this Consent Judgment, the term "Effective Date" shall mean the date EHA serves Bumble Bee with notice of entry of this Consent Judgment, as discussed in Section 5.

1.11 Compliance Date

For purposes of this Consent Judgment, the term "Compliance Date" means 60 days from the Effective Date, as defined in Section 1.10.

2. INJUNCTIVE RELIEF

2.1 Reformulation of the Covered Products

Beginning on or before the Compliance Date, Bumble Bee shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California any Covered Product that exposes a person to (a) a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per day based on a single serving per day or (b) a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead based on a single serving per day, unless such Covered Products comply with the warning requirements of Section 2.2. The "Daily Cadmium Exposure Level" and "Daily Lead Exposure Level" shall be calculated by multiplying the recommended serving size of the Covered Product by the concentration of cadmium (for purposes of the Daily Cadmium Exposure Level) and lead (for purposes of the Daily Lead Exposure Level) in the Covered Product. As used in this Section 2, "distributed for sale in California" means to directly ship Covered Products into California or to sell Covered Products to a distributor Bumble Bee knows will sell Covered Products in California.

2.2 Clear and Reasonable Warnings

For Covered Products that contain cadmium and lead in a concentration exceeding the reformulation standard set forth in section 2.1 above, and which are distributed or directly sold by Bumble Bee in the State of California on or after the Compliance Date, Bumble Bee shall provide a "clear and reasonable" Proposition 65 warning, within the meaning of Health & Safety Code Section 25249.6 of the Act, subject to Section 2.3 of this Agreement. Bumble Bee 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.

For purposes of this Consent Judgment, 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 chemicals including lead, which is known to the State of California to cause 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 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 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:** 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 January 1, 2028, 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 Bumble Bee where Covered Products are sold into California. In addition, Bumble Bee 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. Bumble Bee shall not be responsible for these requirements for any website that is not expressly authorized by Bumble Bee to sell the Covered Products.

2.3 Sell-Through Period

Notwithstanding anything else in this Consent Judgment, Covered Products that are manufactured prior to the Compliance Date shall be subject to the release of liability pursuant to this Consent Judgment, without regard to when such Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations of Bumble Bee, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products manufactured prior to the Compliance Date.

3. MONETARY SETTLEMENT TERMS

3.1 Settlement Amount

Bumble Bee shall pay fifty-nine thousand dollars ($59,000.00) in settlement and total satisfaction of all the claims referred to in the Notices, the Complaint, and this Consent Judgment. This includes civil penalties in the amount of five thousand dollars ($5,000.00), pursuant to Health and Safety Code section 25249.7(b), and attorneys' fees and costs in the amount of fifty-four thousand dollars ($54,000.00), 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 five thousand dollars ($5,000.00) in civil penalties shall be paid as follows:

- One payment of $3,750.00 to OEHHA, due fourteen (14) days after the Effective Date.

- One payment of $1,250.00 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

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

On or before the Effective Date, Plaintiff and its counsel will provide Bumble Bee with 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" at 1001 I Street, Sacramento, CA 95814.

All payments referenced in this section shall be paid within fourteen (14) days of the Effective Date..

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 EHA contends 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 Bumble Bee's attention, as well as litigating and negotiating a settlement in the public interest.

Bumble Bee 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 Bumble Bee's discretion, as follows: fifty-four thousand dollars ($54,000.00) in Attorney's Fees and Costs shall be paid as one payment of $54,000.00, due sixty (60) days after the Effective Date.

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

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

4. CLAIMS COVERED AND RELEASE

4.1 EHA's Public Release of Proposition 65 Claims

Plaintiff, acting on its own behalf and in the public interest, and on behalf of its past, current, and future agents, representatives, attorneys, successors, and assigns, releases Bumble Bee, and its past, current, and future parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers, managers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Defendant Entities"), each entity to whom Defendant directly or indirectly distributes, ships, or sells the Covered Products, including but not limited to downstream distributors, wholesalers, customers, retailers (including but not limited to Gelson's Market), and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all of the foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 that could be brought based on exposures to cadmium and/or lead from the Covered Products imported, manufactured, packaged, distributed, sold, or offered for sale, as set forth in the Notices and Complaint, by Bumble Bee up through the Effective Date.

Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to cadmium and lead from Covered Products as set forth in the Notices and Complaint. This Consent Judgment is a full, final, and binding resolution of all claims under Proposition 65 that were or could have been asserted against Bumble Bee and/or Releasees for failure

to comply with Proposition 65 for alleged exposure to cadmium and lead from Covered Products. This release does not extend to any third-party retailers selling the product on a website who, after receiving instruction from Bumble Bee to include a warning as set forth above in section 2.2, do not include such a warning.

4.2 EHA's Individual Release of Claims

EHA, on behalf of itself and each of its past, current, and future agents, representatives, attorneys, successors, and assigns, also provides a release to Bumble Bee and Releasees, which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action, obligations, costs, fines, penalties, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of every nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to cadmium and lead in Covered Products manufactured, imported, sold, offered for sale, or distributed by Bumble Bee before the Compliance Date. With respect to the foregoing waivers and releases in this paragraph, EHA hereby specifically waives any and all rights and benefits which it now has, or in the future may have, conferred by virtue of the provisions of section 1542 of the California Civil Code, which provides as follows:

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

EHA acknowledges and understands the significance and consequences of this specific waiver under California Civil Code, § 1542, which it has discussed with its attorneys.

4.3 Bumble Bee's Release of EHA

Bumble Bee on its own behalf, and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce

Proposition 65 against them, in this matter or with respect to the Covered Products.

With respect to the foregoing waivers and releases in this paragraph, Bumble Bee hereby specifically waives any and all rights and benefits which it now has, or in the future may have, conferred by virtue of the provisions of section 1542 of the California Civil Code, which provides as follows:

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

Bumble Bee acknowledges and understands the significance and consequences of this specific waiver under California Civil Code, § 1542, which it has discussed with its attorneys.

5. COURT APPROVAL

This Consent Judgment is not effective until it is approved and entered by the Court and shall be null and void if it is not approved by the Court within one year after it has been fully executed by the Parties, or by such additional time as the Parties may agree to in writing.

6. SEVERABILITY

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

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the state of California as applied within the State of California. In the event that Proposition 65 is repealed, or is otherwise rendered inapplicable for reasons, including but not limited to changes in the law; or in the event the California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues an interpretive guideline that exempts Covered Products from meeting the requirements of Proposition 65; or if cadmium and lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden on First Amendment rights with respect to cadmium and lead in Covered Products or Covered Products substantially similar to

Covered Products; or if a court of competent jurisdiction issues a judgment indicating that the method for calculating exposure to cadmium and/or lead in food products should be different than that set forth in Section 2.1 or that would allow a different method for calculating exposure to cadmium and/or lead in food products that is different than that set forth in Section 2.1, then Bumble Bee may seek relief from the injunctive obligations imposed by this Consent Judgment to the extent any Covered Products are so affected by modifying the agreement via the mechanisms set forth in Section 12.

The Parties agree that if OEHHA changes its safe harbor warning regulations applicable to the food products at issue here, Bumble Bee may either conform with the revised regulations or continue to conform with the terms provided in this Consent Judgment.

8. ENFORCEMENT

In any action to enforce the terms of this Consent Judgment, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

9. NOTICE

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

If to Bumble Bee:

Gregory Berlin
Samantha Burdick
Clayton Kinsey
ALSTON & BIRD
350 South Grand Avenue, 51st Floor
Los Angeles, CA 90071
Greg.Berlin@alston.com
Sam.Burdick@alston.com
Clayton.Kinsey@alston.com

If to EHA:

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

With a Copy To:

C T CORPORATION SYSTEM
Registered Corporate 1505 Agent
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

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 this Consent Judgment, which EHA shall draft and file, and which Bumble Bee shall not oppose.

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, and the entry of a modified consent judgment thereon by the Court.

13. AUTHORIZATION

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

14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

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

15. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or

implied, other than those contained herein have been made by any Party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

AGREED TO:

Date: 10/28/26

By: _____
ENVIRONMENTAL HEALTH ADVOCATES, INC.

AGREED TO:

Date: October 26, 2026

By: _____
Jill Irvin, General Counsel
BUMBLE BEE FOODS, LLC

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT