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FILED

Superior Court of California
County of Alameda

04/14/2025

Clerk of the Court, Executive Officer / Clerk of the Court

By: T. Smith Deputy
T. Smith

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9
10 COUNTY OF ALAMEDA

11
12 **PEOPLE OF THE STATE OF CALIFORNIA,**

13 Plaintiff,

14 v.

15 **PACIFIC AMERICAN FISH COMPANY, INC. ET**
16 **AL.,**

17 Defendants.

Case No. RG20085046

ASSIGNED FOR ALL PURPOSES TO:
JUDGE SOMNATH CHATTERJEE
DEPARTMENT 21

**[PROPOSED] CONSENT JUDGMENT
RESOLVING THE PEOPLE'S CLAIMS
AGAINST JAYONE FOODS, INC. AND
SEAQUEST SEAFOOD CORPORATION**

18
19 This Consent Judgment is between (i) Plaintiff, the People of the State of California, by and
20 through Rob Bonta, Attorney General of the State of California ("People") and (ii) Jayone Foods,
21 Inc. and Seaquest Seafood Corporation (collectively, "Settling Defendants"). The People and
22 Settling Defendants are collectively referred to as the "Parties."

23 **1. Introduction**

24 1.1. Each Settling Defendant employs ten or more persons and sells fresh or
25 frozen packaged seafood products, either directly or indirectly, to consumers in the State of
26 California.

27 1.2. On February 22, 2021, the People filed a First Amended Complaint for
28 Civil Penalties and Injunctive Relief ("Complaint") in the Superior Court of the State of

1 California, County of Alameda, against five named defendants, including the Settling Defendants.
2 The Complaint alleges that the defendants violated provisions of the Safe Drinking Water and
3 Toxic Enforcement Act of 1986, Health and Safety Code, sections 25249.5 et seq. ("Proposition
4 65"), and Business and Professions Code, sections 17200 et seq. ("Unfair Competition Law"), by
5 knowingly and intentionally exposing individuals to lead and/or cadmium in the Covered
6 Products without first providing a clear and reasonable warning to such individuals. Lead and
7 cadmium are substances known to the State of California to cause cancer and reproductive
8 toxicity.

9 1.3. For purposes of this Consent Judgment only, the Parties stipulate that this
10 Court has jurisdiction over the allegations of violations contained in the Complaint and personal
11 jurisdiction over the Settling Defendants as to the acts alleged in the Complaint. The Settling
12 Defendants waive their rights to assert any objection to venue in the County of Alameda and
13 agree that this Court has jurisdiction to enter this Consent Judgment and to bind the Parties
14 hereto, and to enforce this Consent Judgment against the Settling Defendants.

15 1.4 The fresh and frozen packaged seafood products covered by this Consent
16 Judgment ("Covered Products") are identified for each Settling Defendant in the attached Exhibit
17 A. After the Effective Date, should a Settling Defendant introduce for sale to consumers in
18 California a fresh or frozen packaged seafood product not identified in Exhibit A and desire to
19 incorporate such product(s) into this Consent Judgment, that Settling Defendant shall give notice
20 of such new product(s) to the Attorney General in the form of a revised version of Exhibit A.
21 Should the Attorney General object to such notice within forty-five (45) days of receipt of such
22 notice, the Attorney General and the Settling Defendant shall meet and confer and proceed in
23 accordance with Paragraph 10; otherwise, this Consent Judgment shall be deemed to be modified
24 to include such product(s) as a Covered Product.

25 1.5. Settling Defendants enter into this Consent Judgment to settle certain
26 disputed claims as alleged in the Complaint and to avoid potentially lengthy and/or costly
27 litigation between the Parties hereto. By entering into this Consent Judgment, the Settling
28 Defendants do not admit any facts or conclusions of law, including, but not limited to, any facts

1 or conclusions of law suggesting or demonstrating any violations of Proposition 65, the Unfair
2 Competition Act, or any other statutory, common law, or equitable requirements relating to
3 exposures to lead and/or cadmium from the Covered Products. Nothing in this Consent Judgment
4 shall be construed as an admission by the Settling Defendants of any fact, conclusion of law,
5 issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or
6 be construed as an admission by the Settling Defendants, either individually or collectively, of
7 any fact, conclusion of law, issue of law, or violation of law. Except as provided herein, nothing
8 in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or
9 defense the Parties may have in this or any other or future legal proceedings. This Section shall
10 not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under
11 this Consent Judgment.

12 1.6 Settling Defendants waive the right to a hearing and trial on the matters
13 alleged in the Complaints. Except for Section 7.1(b) below, whereby Settling Defendants may
14 file an opposition to a noticed motion for attorney's fees and costs filed by a Private Enforcer,
15 Settling Defendants agree not to challenge or object to entry of this Consent Judgment by the
16 Court unless notified in writing that the People no longer support entry of the Consent Judgment.

17 **2. Definitions**

18 2.1. "Category A Settling Defendant" shall mean a Settling Defendant or Opt-
19 In Defendant that is a seafood harvester or processor with Average Annual Profits less than or
20 equal to \$500,000. "Average Annual Profits" shall mean the gross profits from a Category A
21 Settling Defendant's California sales of fresh and/or frozen seafood products, averaged over
22 three years. For the calculations required by this Consent Judgment, these sales will be averaged
23 over the following three calendar years: 2021, 2022, and 2023. Each Category A Settling
24 Defendant shall provide the People with a declaration that sets forth the calculations required by
25 this section and supporting data, and that confirms that this data is correct. If the Category A
26 Settling Defendant informs the People in writing that these calculations and profit data are
27 confidential, the People will treat these calculations and data as confidential pursuant to
28 Evidence Code section 1040.

2.2. "Category B Settling Defendant" shall mean a Settling Defendant or Opt-In Defendant that is neither a seafood harvester nor a seafood processor, but that distributes or sells fresh and/or frozen seafood products to retailers or other sellers in California.

2.3. "Effective Date" shall mean the date upon which the Court enters this Consent Judgment.

2.4. "Opt-In Defendant" shall mean an entity who opts in to this Consent Judgment pursuant to the procedures set forth in Section 11, below.

2.5. "Private Enforcer" shall mean a person or entity who served a Settling Defendant with a Proposition 65 Notice with respect to a Covered Product, or who served an Opt-In Defendant with a Proposition 65 Notice with respect to a fresh and/or frozen seafood product.

2.6. "Proposition 65 Notice" shall mean a sixty-day notice served pursuant to Health and Safety Code section 25249.7, alleging that a person in the course of doing business violated Proposition 65 by selling a fresh and/or frozen seafood product in California without providing a required Proposition 65 warning as to lead and/or cadmium.

3. Injunctive Relief

3.1. Warnings. Settling Defendants shall provide one of the warnings described below in Section 3.1.1, or any other safe harbor warning promulgated by the Office of Environmental Health Hazard Assessment that is applicable to the product and chemical at issue, on all Covered Products no later than sixty (60) calendar days from the Effective Date of this Consent Judgment. The warning shall comply with all relevant provisions of California Code of Regulations, title 27, section 26500 et seq. concerning delivery of the warning.

3.1.1. The warning shall contain the language set forth in items (i) or (ii) below:

(i) WARNING: Consuming this product can expose you to chemicals, including [lead] [and] [cadmium] which [is] [are] 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

1 (ii) CALIFORNIA WARNING: Consuming this product can expose you to chemicals
2 including [lead] [and] [cadmium], which [is] [are] known to the State of California to
3 cause birth defects or other reproductive harm. Pregnant women should limit exposure to
4 [lead] [and] [cadmium] because [it] [they] can harm the developing baby. [Settling
5 Defendant] does not add [lead] [or] [cadmium] to its products; [lead] [and] [cadmium] [is]
6 [are] found at varying levels in the marine environment and can concentrate in shellfish.
7 For more information, go to www.P65warnings.ca.gov/food.

8 For Covered Products that contain both lead and cadmium, Settling Defendant may include either
9 chemical in the warning required by this section; it need not include both chemicals. If a chemical
10 is present in a Settling Defendant's Covered Product at a level that would require a warning for
11 cancer, Settling Defendant shall provide a warning consistent with the law and with the applicable
12 Proposition 65 regulations.

13 3.1.2. The warning shall be printed on the label of each Covered Product
14 sold by the Settling Defendant. The warning shall be prominently displayed on the label of the
15 Covered Product with such conspicuousness as compared with other words, statements, designs,
16 or devices on the label as to render the warning likely to be seen, read, and understood by an
17 ordinary individual under customary conditions of purchase or use.

18 3.1.3. Where a label used to provide a warning includes other consumer
19 information about a product in a language other than English, the warning must also be provided
20 in that language in addition to English.

21 3.1.4. For internet purchases, in addition to appearing on the product
22 label, the warning must also be provided on the website by including the warning or a clearly
23 marked hyperlink using the word "WARNING" on the product display page, or by otherwise
24 prominently displaying the warning to the purchaser prior to completing the purchase. A warning
25 is not prominently displayed if the purchaser must search for it in the general content of the
26 website.

27 3.2. Each Category A Settling Defendant will require its employee(s) who is
28 (are) responsible for quality control, or its suppliers' employee(s) responsible for quality control

1 (in the case of a Category A Settling Defendant that is also a distributor), to provide written
2 certification to the People within ninety (90) calendar days of the Effective Date, and annually
3 thereafter, that the Good Manufacturing Practices set forth in Exhibit C have been fully satisfied.
4 This certification shall be in the form set forth in Exhibit D and may be signed by the responsible
5 employee.

6 3.3. Within thirty (30) calendar days of the Effective Date, and once annually
7 thereafter for a period of three years, each Category B Settling Defendant will send the
8 "Safeguard Request Cover Letter" and the "Safeguard Confirmation" attached as Exhibits E and
9 F to any entity that supplies that Category B Settling Defendant with Covered Products for sale
10 into California. Within sixty (60) calendar days of the Effective Date, and once annually
11 thereafter for three years, each Category B Settling Defendant will provide the People with (i)
12 proof that the Safeguard Request Cover Letter and Safeguard Confirmation were delivered to
13 each of its suppliers, and (ii) a copy of each supplier's response to that request, if any. In the
14 event any Category B Settling Defendant begins to harvest or process seafood products, such
15 Category B Settling Defendant will comply with Section 3.2 with the applicable effective date
16 being the date that the Settling Defendant begins such harvesting and/or processing activities.

17 4. Settlement Payments

18 4.1. Within thirty (30) calendar days after the Effective Date of this Consent
19 Judgment, the Settling Defendants shall make the following payments:

20 4.1.1. Payments of civil penalties pursuant to Health and Safety Code
21 section 25249.7, subdivision (b)(1), as set forth in Exhibit B hereto.

22 4.2.2. Payments reimbursing the People's fees and costs, in the amounts
23 set forth in Exhibit B.

24 5. Allocation of Penalty Payments

25 5.1. Civil penalty monies shall be apportioned in accordance with Health and
26 Safety Code, section 25249.12, subdivision (d), with 75% of these funds remitted to the
27 California Office of Environmental Health Hazard Assessment, and the remaining 25% to the
28 Office of the Attorney General, as specified in Exhibit B.

1 **6. People's Share of Payments**

2 6.1. The sum of \$65,000, and any interest accrued thereon, paid by Jayone, and
3 the sum of \$16,440, and any interest accrued thereon, paid by Seaquest to the Office of the Attorney
4 General pursuant to this Consent Judgment shall be administered by the California Department of
5 Justice and shall be used by the Environmental Justice and Protection Section of the Public Rights
6 Division of the Attorney General's Office, until all funds are exhausted, for any of the following
7 purposes: (1) implementation of the Attorney General's authority to protect the environment and
8 natural resources of the State pursuant to Government Code section 12600 et seq., and as Chief
9 Law Officer of the State of California pursuant to Article V, section 13 of the California
10 Constitution; (2) enforcement of laws related to environmental protection, including, but not limited
11 to, Division 20 of the California Health and Safety Code, Chapters 6.5 and 6.95; (3) enforcement
12 of the Unfair Competition Law, Business and Professions Code section 17200 et seq., as it relates
13 to protection of the environment and natural resources of the State of California; and (4) other
14 environmental actions that benefit the State and its citizens, as determined by the Attorney General.
15 Such funding may be used for the costs of the Attorney General's investigation, filing fees and
16 other court costs, payment to expert witnesses and technical consultants, purchase of equipment,
17 laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental
18 actions investigated or initiated by the Attorney General for the benefit of the State of California
19 and its citizens.

20 **7. Payments to Private Enforcers.**

21 7.1. As described below, a Settling Defendant who received a Proposition 65
22 Notice with respect to a Covered Product will pay the reasonable fees and costs, if any, that are
23 incurred by the Private Enforcer(s) that served the Proposition 65 Notice prior to the Effective
24 Date, and which the Private Enforcer is entitled to recover pursuant to applicable law, either
25 pursuant to stipulation or pursuant to the Private Enforcer's noticed fee motion, as set forth
26 below:

27 (a) Payments Pursuant to Stipulation. Exhibit G sets forth the attorneys' fee
28 amounts that the Settling Defendant(s) named in that Exhibit have agreed to pay the Private

1 Enforcers that served them with Proposition 65 Notices. Concurrently with the lodging of this
2 Consent Judgment with this Court, each Private Enforcer named in Exhibit G has filed a
3 declaration with this Court substantiating the fees and costs that it is scheduled to receive
4 pursuant to Exhibit G. Within thirty (30) days after the Effective Date, the Settling Defendant
5 will pay that Private Enforcer the amount forth in Exhibit G, except to the extent that the Court
6 finds that the declaration submitted by the Private Enforcer is inadequate, in which case the
7 affected Settling Defendant need not make a payment of fees to that Private Enforcer until a fee
8 amount is approved by the Court.

9 (b) Noticed Motion. If, after meeting and conferring, a Settling Defendant and a
10 Private Enforcer who served that Settling Defendant with a Proposition 65 Notice with respect to
11 its Covered Products cannot agree on a fee amount, then within thirty (30) calendar days after the
12 Effective Date, that Private Enforcer may make a motion for recovery of the reasonable attorneys'
13 fees and costs it incurred with respect to the Proposition 65 Notice applicable to the Settling
14 Defendant's Covered Products. The Settling Defendant may oppose that motion on any legally
15 appropriate grounds. Settling Defendant will pay that Private Enforcer's fees and costs in the
16 amount set by this Court, if any, in its ruling on that motion, and this payment will resolve any
17 claims that the moving Private Enforcer has against that Settling Defendant arising from any
18 Proposition 65 Notice(s) that were the subject of that motion. A list of the Private Enforcers who
19 may make such motions and the Proposition 65 Notices that they served with respect to Covered
20 Products is included in Exhibit G.

21 **8. Additional Enforcement Actions; Continuing Obligations**

22 8.1. The People may, by motion or order to show cause before the Superior Court of
23 Alameda County, enforce the terms and conditions contained in this Consent Judgment. In any
24 action brought by the People to enforce this Consent Judgment, the People may seek whatever
25 fines, costs, penalties, or remedies are provided by law for failure to comply with this Consent
26 Judgment. Where such violations of this Consent Judgment also constitute a violation of
27 Proposition 65, the Unfair Competition Law, the False Advertising Law (Bus. & Prof. Code, §
28 17500 et seq.), or other laws, independent of this Consent Judgment, the People are not limited to

1 enforcement of this Consent Judgment but may seek in another action whatever fines, costs,
2 penalties, or remedies are provided for by law for failure to comply with Proposition 65
3 (assuming that Settling Defendant, at the relevant time, employs enough persons to qualify as a
4 “[p]erson in the course of doing business” within the meaning of Health and Safety Code section
5 25249.11, subdivision (a)), the Unfair Competition Law, the False Advertising Law, or any other
6 laws.) In any new action brought by the People or another enforcer alleging subsequent violations
7 of law, Settling Defendants may assert any and all available defenses, and the rights of Settling
8 Defendants to defend themselves and their actions in law or equity shall not be abrogated or
9 reduced in any fashion by the terms of this Section, except that Settling Defendants shall not
10 contest their obligation to comply with this Consent Judgment as long as this Consent Judgment
11 remains in effect.

12 8.2. By entering into this Consent Judgment, the People do not waive any right
13 to take further enforcement action on any violation not resolved by this Consent Judgment.
14 Nothing in this Consent Judgment shall be construed as diminishing Settling Defendants’
15 continuing obligations to comply with Proposition 65 or the Unfair Competition Law or any other
16 requirement of law in their future activities.

17 **9. Claims Covered**

18 9.1. Except as provided elsewhere, this Consent Judgment is a final and binding
19 resolution between the People and the Settling Defendants as to any and all violations of
20 Proposition 65 or the Unfair Competition Law, Business and Professions Code, section 17200 et
21 seq., as alleged in the Complaint and arising from the alleged failure of Settling Defendants, prior
22 to the Effective Date, to provide clear and reasonable warnings pursuant to Proposition 65 of
23 exposures to lead and/or cadmium from the Covered Products.

24 9.2. This Consent Judgment shall apply to, be binding upon, and inure to the
25 benefit of, the Parties, their divisions, subdivisions, subsidiaries, and affiliates, and the successors
26 or assigns of each of them. Unless otherwise provided herein, any change in ownership,
27 partnership status, or corporate status of Settling Defendants, including, but not limited to, any
28 transfer of assets or real or personal property, shall in no way alter Settling Defendants’

1 responsibilities under this Consent Judgment, and Settling Defendants shall be responsible and
2 shall remain responsible for carrying out all activities required of them under this Consent
3 Judgment.

4 9.3. Following the Effective Date, compliance with all of the terms of this
5 Consent Judgment constitutes compliance by Settling Defendants with Proposition 65 and the
6 Unfair Competition Law with respect to the requirement to warn under Proposition 65 about
7 exposures to lead and/or cadmium from the Covered Products. If there is a change in law or
8 regulation that renders Settling Defendants' compliance with the terms of this Consent Judgment
9 inadequate to constitute compliance with Proposition 65 or the Unfair Competition Law, the
10 People may notify a Settling Defendant that such a change has occurred, and the People may,
11 after meeting and conferring with the affected Settling Defendant(s), by stipulation or noticed
12 motion before this Court, seek to modify this Consent Judgment to achieve compliance with
13 Proposition 65 and the Unfair Competition Law.

14 **10. Modification**

15 10.1. This Consent Judgment may be modified from time to time by express
16 written agreement of all Settling Defendants, any Opt-In Defendants, and the People, with the
17 approval of the Court, or by noticed motion of any of the Parties resulting in an order of the
18 Court, in accordance with law. Modification of this Consent Judgment requested by any of the
19 Settling Defendants or Opt-In Defendants may be made with written agreement of the People and
20 approval of the Court, but such modification shall only be binding upon the Settling Defendant(s)
21 or Opt-In Defendant(s) agreeing to such modification, and agreement of all Settling Defendants
22 and Opt-In Defendants need not be obtained for the same. Prior to filing a motion to modify this
23 Consent Judgment, the Party making the motion shall meet and confer with any other Party who
24 will be affected by the proposed modification.

25 **11. Opt-In Settlement Program**

26 11.1. This Consent Judgment is executed with the understanding that there may
27 be additional entities, not previously named in this action, that (1) have ten or more employees
28 and sell fresh or frozen seafood in California containing lead and/or cadmium, (2) would meet the

1 definitions of Category A or Category B Settling Defendants set forth in Sections 2.1 and 2.2
2 above, respectively, and (3) may wish to be bound by the terms of this Consent Judgment, and
3 thereby become "Opt-In Defendants" that participate in the People's "Opt-In Settlement
4 Program." Any entity interested in becoming an Opt-In Defendant shall, within sixty (60) days of
5 the Effective Date, send notice of its interest to the People, by letter and by e-mail, to the address
6 set forth in Section 12.2. The People, in their discretion, may enter into negotiations with entities
7 interested in becoming Opt-In Defendants for the purposes of negotiating the following terms,
8 which will be specified in an amendment to this Consent Judgment ("Amendment to Consent
9 Judgment"):

10 (1) The amount of the civil penalty pursuant to Health and Safety Code section 25249.7,
11 subdivision (b)(1) that each Opt-In Defendant will pay;

12 (2) The amount of attorneys' fees that each Opt-In Defendant will pay to the People to
13 compensate for the fees the People have incurred with respect to the investigation and resolution
14 of this matter and in connection with the Opt-in Settlement Program;

15 (3) Either (i) the agreed-upon amount of fees that each Opt-In Defendant will pay to the
16 Private Enforcer(s) that served that Opt-In Defendant with a Proposition 65 Notice, or (ii) a
17 provision for such Private Enforcer to recover reasonable fees incurred, if any, by noticed motion;

18 (4) The date that the Amendment to Consent Judgment will become effective;

19 (5) Information for Provision of Notice as required by Section 12; and

20 (6) Other terms necessary to effectuate each Opt-In Defendant's compliance with the
21 remaining terms of the Amendment to Consent Judgment, which will incorporate the applicable
22 terms of this Consent Judgment.

23 In order to allow for the negotiation of these terms, the People may send a request for
24 relevant information to any entity interested in becoming an Opt-In Defendant, and that party
25 shall respond to that request within thirty (30) days of receipt. The People may thereafter make
26 an offer of settlement ("Opt-In Offer") to any entity that has satisfied the requirements of this
27 Section 11.1. The entity receiving such an Opt-In Offer shall accept or reject that offer in writing
28 within 30 days of receipt.

1 11.2. Except for the specific terms set forth in subsections (1) through (6) in Section
2 11.1 above, the Opt-in Defendants shall agree to be bound by, and be subject to, the terms and the
3 benefits of the provisions of this Consent Judgment, as will be specified in the Amendment to
4 Consent Judgment. Each Opt-In Defendant must agree to the following: (a) to accept service of a
5 summons and an amended complaint as a named Defendant, or as a Doe Defendant to be
6 designated by the Plaintiff, and to file a document that constitutes a general appearance in this
7 action within fourteen (14) days of service of the amended complaint and to timely pay the initial
8 filing fees and other court fees, as applicable, (b) that venue for this matter is proper in Alameda
9 County, and (c) that this Court has jurisdiction to enter the Amendment to Consent Judgment to
10 bind the Opt-In Defendants, and to enforce the Amendment to Consent Judgment against the Opt-
11 In Defendants, as needed.

12 11.3. If the Opt-In Settlement Program attracts what the People, in their
13 discretion, determine to be qualified participant(s), then no later than 365 days from the Effective
14 Date, the People will enter into a Stipulation to Amend Consent Judgment with the Opt-in
15 Defendants that sets forth terms (1) through (6) described in Section 11.1 above, and will present
16 the Court with a Motion for Entry of Amendment to Consent Judgment to include those entities
17 that will become Opt-in Defendants. This motion will be supported by the following declarations:
18 (1) a declaration submitted by the People setting forth facts relevant to the Amendment to
19 Consent Judgment, (2) declarations by the Opt-In Defendants that will attest to the accuracy of
20 information that they supplied to the People and upon which the People relied in making the Opt-
21 In Offers, and that will certify that each Opt-In Defendant has made “a general appearance and
22 consents to the general jurisdiction of the court,” and has timely paid the initial filing fees and
23 other court fees, as applicable; and (3) declarations from any Private Enforcer that will receive
24 fees from an Opt-In Defendant pursuant to Section 11.1(3)(i) substantiating the fees that such
25 Private Enforcer will receive. Settling Defendants and Opt-In Defendants agree that they will not
26 oppose the Motion for Entry of an Amendment to Consent Judgment.

27 11.4. The People shall have the right to reject, in the People’s discretion, any
28 request by an entity to become an Opt-In Defendant.

1 **12. Provision of Notice**

2 12.1. When any Party is entitled to receive any notice under this Consent
3 Judgment, the notice shall be sent by U.S. Mail, courier, and by electronic mail. Any Party may
4 modify the person and address to whom the notice is to be sent by sending each other party
5 written notice of the change.

6 12.2. Notices to the People under this Consent Judgment shall be sent to:

7 Elizabeth Song
8 Deputy Attorney General
9 Office of the Attorney General
10 300 South Spring Street, Suite 1702
11 Los Angeles, CA 90013-1230
12 Elizabeth.Song@doj.ca.gov

13 12.3. Notices to Settling Defendants shall be sent to each Settling Defendant or
14 to its designee, as identified on the Settling Defendant's signature page.

15 **13. Miscellaneous Provisions**

16 13.1. Authority to Stipulate to Consent Judgment: Each signatory to this
17 Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to
18 enter into this Consent Judgment on behalf of the Party represented and legally to bind that Party.

19 13.2. Retention of Jurisdiction: This Court shall retain jurisdiction of this matter
20 to implement and enforce this Consent Judgment.

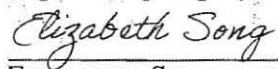
21 13.3. Entire Agreement: This Consent Judgment contains the sole and entire
22 agreement and understanding of the Parties with respect to the entire subject matter hereof, and
23 any and all prior discussions, negotiations, commitments, and understandings related hereto. No
24 representations, oral or otherwise, express or implied, other than those contained herein, have
25 been made by any party hereto. No other agreements not specifically referred to herein, oral or
26 otherwise, shall be deemed to exist or to bind any of the Parties.

27 13.4. Execution in Counterparts: This Consent Judgment may be executed in
28 counterparts, which taken together shall be deemed to constitute one and the same document.

13.5. Entry of Consent Judgment Required: This Consent Judgment shall be null and void, and be without any force or effect, unless entered by the Court in this matter. If the Court does not enter this Consent Judgment, nothing herein or in the Stipulation for Entry of Consent Judgment shall be construed as an admission by Settling Defendants of any fact, issue of law, or violation of law.

IT IS SO STIPULATED.

Dated: April 7, 2025


ROB BONTA
Attorney General of California
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General

ELIZABETH SONG
DENNIS A. RAGEN
DIJE NDREU
Deputy Attorneys General
Attorneys for the People of the State of California

Dated: _____, 2025

SEUNG H. LEE
PRESIDENT AND CEO

For Jayone Foods, Inc.

Dated: APRIL 7, 2025



LANDON LO
PRESIDENT

For Sequest Seafood Corporation

IT IS SO ORDERED.

Dated: _____

HONORABLE SOMNATH CHATTERJEE

1 13.5. Entry of Consent Judgment Required: This Consent Judgment shall be null
2 and void, and be without any force or effect, unless entered by the Court in this matter. If the
3 Court does not enter this Consent Judgment, nothing herein or in the Stipulation for Entry of
4 Consent Judgment shall be construed as an admission by Settling Defendants of any fact, issue of
5 law, or violation of law.


6 **IT IS SO STIPULATED.**

7 Dated: _____, 2025

ROB BONTA
Attorney General of California
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General

10 ELIZABETH SONG
11 DENNIS A. RAGEN
12 DIJE NDREU
13 Deputy Attorneys General
Attorneys for the People of the State of
California

14 Dated: APR 07 2025, 2025

16 
SEUNG H. LEE
PRESIDENT AND CEO

17 For Jayone Foods, Inc.

18 Dated: 04/07, 2025

21 LONDON LO
22 PRESIDENT

23 For Seaquest Seafood Corporation

24 **IT IS SO ORDERED.**

25 Dated: _____

26 
HONORABLE SOMNATH CHATTERJEE

- 1 Exhibits:
- 2 Exhibit A: Settling Defendants/Covered Products
- 3 Exhibit B: Payment Instructions
- 4 Exhibit C: Good Manufacturing Practices
- 5 Exhibit D: Certification that Good Manufacturing Practices Have Been Implemented.
- 6 Exhibit E: Safeguard Request Cover Letter
- 7 Exhibit F: Safeguard Confirmation
- 8 Exhibit G: Private Enforcer Fees Payments

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**Exhibit A
Settling Defendants**

Settling Defendant	Covered Product(s)	Contact Information
Jayone Foods, Inc.	Pre-Cooked Ark Shell Clam Meat ¹ , Frozen Oysters ² , Whole Cooked White Clams ³ , Frozen Boiled Hard Shell Clams ⁴ , Cooked Shell Clams ⁵ , Pre-cooked Mud Snail ⁶ , Salted Hairtail Fish ⁷ , Boneless Yellow Croaker ⁸ , Sea Pineapple/Squirt.	Jayone Foods, Inc. Jin Kang / General Manager 7212 Alondra Blvd, Paramount, CA 90723 T: 562-633-7400 (ext 131) D: 562-232-2731 E: adm@jayone.com
Seaquest Seafood Corporation	Goby Fish ⁹ , White Clams Whole Cooked ¹⁰ , Gourmet Seafood Mix - Shrimp, Squid, Mussel, Octopus, Crab Stick ¹¹ , Baby Clam Meat ¹² , Pre-Sliced Baby Cuttle Fish Roll ¹³ , Whole Cleaned Cuttlefish ¹⁴ , Frozen Krill ¹⁵ , Baby Octopus Whole Cleaned ¹⁶ , Top Snail with Coconut Juice ¹⁷ , Periwinkle Meat ¹⁸ , Cleaned Loligo Tentacles ¹⁹ .	Seaquest Seafood Corporation Landon Lo, President 530 South Sixth Avenue, City of Industry, California 91746 landonlo@yahoo.com

¹ This is the same product referenced in AG Notice No. 2019-00215

² This is the same product referenced in AG Notice No. 2020-01085.

³ This is the same product referenced in AG Notice No. 2020-01248.

⁴ This is the same product referenced in AG Notice No. 2020-01275.

⁵ This is the same product referenced in AG Notice No. 2020-01482.

⁶ This is the same product referenced in AG Notice No. 2020-01300.

⁷ This is the same product referenced in AG Notice No. 2020-01480.

⁸ This is the same product referenced in AG Notice No. 2020-01481

⁹ This is the same product referenced in AG Notice No. 2020-01530.

¹⁰ This is the same product referenced in AG Notice No. 2020-01536.

¹¹ This is the same product referenced in AG Notice No. 2020-01075.

¹² This is the same product referenced in AG Notice No. 2020-01527.

¹³ This is the same product referenced in AG Notice No. 2020-01531.

¹⁴ This is the same product referenced in AG Notice No. 2020-01532.

¹⁵ This is the same product referenced in AG Notice No. 2020-01535.

¹⁶ This is the same product referenced in AG Notice No. 2020-01533.

¹⁷ This is the same product referenced in AG Notice No. 2020-01528.

¹⁸ This is the same product referenced in AG Notice No. 2020-01529.

¹⁹ This is the same product referenced in AG Notice No. 2020-01534.

Exhibit B
Payment Instructions

Settling Defendants shall make the payments set forth in Columns C and E below by a single wire transfer or a single certified check per Settling Defendant, payable to "Office of the California Attorney General." Each wire transfer or check shall bear a notation with the name of the Settling Defendant and "Seafood Defendant, OK2021950017." If payment is by check, Defendant shall deliver it to:

Elizabeth Song
Deputy Attorney General
Office of the Attorney General
300 South Spring Street, Suite 1702
Los Angeles, CA 90013-1230

If payment is by wire transfer, Defendant shall comply with the wire transfer instructions provided by Plaintiff upon request. Defendant is responsible for any bank charges incurred for processing wire transfers.

Settling Defendants shall make the payments set forth in Columns D below by certified check, payable to "Office Environmental Health Hazard Assessment" (OEHHA). Each check shall bear on its face the name of the Settling Defendant and "AG Seafood Defendant, OK2021950017," and be sent to

Senior Accounting Officer – MS 19-B
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-0410

A	B	C	D	E
Settling Defendant	Civil Penalty	Civil Penalty Payable to the AG	Civil Penalty Payable to OEHHA	Attorneys' Fees and Costs Payable to the AG
Jayone Foods, Inc.	\$ 30,000	\$ 7,500	\$ 22,500	\$ 35,000
Sequest Seafood Corporation	\$5,480	\$4,110	\$1,370	\$10,960

Exhibit C
Good Manufacturing Practices

1. Enact a Hazard Analysis Critical Control Point program applicable to all its seafood products in place. This program will include a specific focus on heavy metals.
2. Ingredients comply with applicable Food Chemical CODEX lead and cadmium specifications.
3. The potable water supply is monitored for lead and cadmium levels. The Internal distribution system is not a source of lead/cadmium contamination as verified by point of use testing versus influent lead/cadmium level.
4. All food contact equipment, utensils, and containers are constructed from lead/cadmium-free materials (Food grade stainless steel or plastic).
5. Lubricants, sealants and similar materials used in direct food contact areas, as well as in areas that have the potential to contaminate product, are food grade. This includes storage areas in addition to processing and packing areas.
6. Preventative devices including screens, filters, magnets, metal detection devices, and manual inspection are used to remove foreign material (metal, wood, plastic, etc).
7. Finished product packaging materials comply with Coalition of Northeastern Governors (CONEG) agreement guidelines.
8. Process control is validated through an approved audit program process and finished products are verified and periodically tested for lead and cadmium with detection levels at 10 ppb.
9. Lot identification and traceability is maintained for all finished products. The manufacturer is able to document finished product lots and to trace finished product shipments one level forward to the customer.
10. The company will periodically evaluate whether depuration is a practical and commercially feasible means of reducing the levels of heavy metals in its seafood products.
11. The company has implemented a periodic product testing program (minimum of 6 tests per product per year) to ensure that lots of finished product meets any federal standards applicable to the concentrations of heavy metals in its products.

Exhibit D
Certification that Good Manufacturing Practices Have Been Implemented.

[Letterhead of Food Processing Auditor]

I, _____ [Name] _____, certify as follows with respect to [Insert Company Name's] seafood products.

1. A Hazard Analysis Critical Control Point program has been implemented applicable to all its seafood products in place. This program will include a specific focus on heavy metals.
2. Ingredients comply with applicable Food Chemical CODEX lead and cadmium specifications.
3. The potable water supply is monitored for lead and cadmium levels. The Internal distribution system is not a source of lead/cadmium contamination, as verified by point of use testing versus influent lead/cadmium level.
4. All food contact equipment, utensils, and containers are constructed from lead/cadmium-free materials (food-grade stainless steel or plastic).
5. Lubricants, sealants and similar materials used in direct food contact areas, as well as in areas that have the potential to contaminate product, are food grade. This includes storage areas in addition to processing and packing areas.
6. Preventative devices including screens, filters, magnets, metal detection devices, and manual inspection are used to remove foreign material (metal, wood, plastic, etc).
7. Finished product packaging materials comply with Coalition of Northeastern Governors (CONEG) agreement guidelines.
8. Process control is validated through an approved audit program processes and finished product are verified and periodically tested for lead and cadmium with detection levels at 10 ppb.
9. Lot identification and traceability is maintained for all finished products. The manufacturer is able to document finished product lots and to trace finished product shipments one level forward to the customer.
10. I have evaluated depuration, or other means of reducing heavy metals in Settling Defendant's products. I made the following conclusions: [Insert description of measures implemented, or if measures were not implemented, explain why they were not a practical, commercially feasible or effective means of reducing the levels of heavy metals in the seafood products.]

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Exhibit D (cont.)

11. The company has implemented a periodic product testing program with a minimum of six lots tested per product per year to ensure that lots of finished product meets any federal standards applicable to the concentrations of heavy metals in its products.

[Signature of Responsible Employee]

Exhibit E
Safeguard Request Cover Letter

[Insert Date]

[Insert Recipient Information]

As you are aware, it is very important to keep the levels of lead and cadmium in food products at the lowest possible levels, because lead and cadmium can cause serious health effects. Most companies that process or manufacture food products have quality control measures in effect to ensure that their products are clean and safe, but sometimes these quality control measures do not focus on minimizing the levels of lead and cadmium in these products. As part of a settlement between our company and the California Attorney General's Office, and because we wish our products to be as clean and safe as possible, we are requesting that you confirm that you have implemented good manufacturing practices that focus on lead and cadmium. Attached is a Safeguard Certification in this regard. We request that you sign it and return it to us within sixty days. If you do not manufacture the seafood products that you sell to us, we request that you pass this request on to any company or business that does manufacture these products, ask them to confirm that they have implemented good manufacturing practices for lead and cadmium, and ask them to sign the attached certification and return it to us. If the practices that you or the manufacturer have in effect with respect to lead and cadmium are different from the ones in the attached certification, you or the manufacturer may feel free to edit the attached certification to reflect that. While you are not required to provide this certification to us, please respond to this letter within thirty days. We look forward to your cooperation.

Very truly yours,

[Signature of Responsible Employee or Representative of Category B Settling Defendant]

Exhibit F
Safeguard Confirmation

- (a) [Insert company name]'s production facilities have been inspected by a food quality auditor or other person who (1) has extensive knowledge of good manufacturing practices in the food processing industry and experience in inspecting food processing facilities to ensure compliance with the Hazard Analysis and Critical Control Point (HACCP) food safety management system, and with the FDA Fish and Fishery Products Hazards and Controls Guidance; and (2) is knowledgeable with regard to (i) heavy metals as a potential hazard in food products and (ii) appropriate process controls to minimize heavy metal contamination; and
- (b) This auditor or knowledgeable person has confirmed that the following Good Manufacturing Practices are in effect:
1. A Hazard Analysis Critical Control Point program applicable to all its seafood products in place. This program will include a specific focus on heavy metals.
 2. Ingredients comply with applicable Food Chemical CODEX lead and cadmium specifications.
 3. The potable water supply is monitored for lead and cadmium levels. The Internal distribution system is not a source of lead/cadmium contamination as verified by point of use testing versus influent lead/cadmium level.
 4. All food contact equipment, utensils, and containers are constructed from lead/cadmium-free materials (food grade stainless steel or plastic).
 5. Lubricants, sealants and similar materials used in direct food contact areas, as well as in areas that have the potential to contaminate products, are food grade. This includes storage areas in addition to processing and packing areas.
 6. Preventative devices including screens, filters, magnets, metal detection devices, and manual inspection are used to remove foreign material (metal, wood, plastic, etc.).
 7. Finished product packaging materials comply with Coalition of Northeastern Governors (CONEG) agreement guidelines.
 8. Process control is validated through an approved audit program process and finished products are verified and periodically tested for lead and cadmium with detection levels at 10 ppb.
 9. Lot identification and traceability is maintained for all finished products. The manufacturer is able to document finished product lots and to trace finished product shipments one level forward to the customer.
 10. [Insert Company Name] has evaluated whether depuration is a practical and commercially feasible means of reducing the levels of heavy metals in its seafood products. [Insert

1 description of measures implemented, or if measures were not implemented, explain why
2 they were not a practical, commercially feasible or effective means of reducing the levels
3 of heavy metals in the seafood products.

- 4 11. [Insert Company Name] has implemented a periodic product testing program (minimum
5 of 6 tests per product per year) to ensure that lots of finished product meet any federal
6 standards applicable to the concentrations of heavy metals in its products.

7 [Signature of Responsible Employee or Representative]

8 [Date]

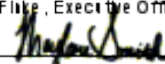
Exhibit G

**ATTORNEYS' FEE PAYMENTS TO PRIVATE ENFORCERS
PURSUANT TO SECTION 7.1(a)**

Settling Defendant	Payee	Address and Payment Information	Payment Amount	Name of Person Executing Declaration in Support of Fee Award
Jayone	Davar Danialpour	Cornerstone Law Firm, PC 357 S. Robertson Blvd. 2 nd FL Beverly Hills, CA 90211 Payment by Wire Transfer	\$5,000.00	Davar Danialpour
Sequest	Davar Danialpour	Cornerstone Law Firm, PC 357 S. Robertson Blvd. 2 nd FL Beverly Hills, CA 90211 Payment by Wire Transfer or Check	\$22,000.00	Davar Danialpour

**PRIVATE ENFORCERS WHO WILL MAKE MOTIONS TO RECOVER THEIR FEES
PURSUANT TO SECTION 7.1(b)**

Settling Defendant	Private Enforcer	Attorney for Private Enforcer

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 04/28/2025</p>
<p>PLAINTIFF/PETITIONER: The People of the State of California</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By:  Deputy T. Smith</p>
<p>DEFENDANT/RESPONDENT: Pacific American Fish Company, Inc et al</p>	
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>	<p>CASE NUMBER: RG20085046</p>

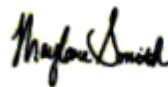
I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Consent Judgment Resolving The People's Claims Against Jayone Foods, Inc. And SeaQuest Seafood Corporation entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Elizabeth Y Song
DOJ - ATTORNEY GENERAL - LOS ANGELES
esong@hadsellstormer.com

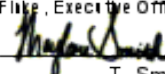
Dated: 04/28/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Smith, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 04/28/2025 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy T. Smith
PLAINTIFF/PETITIONER: The People of the State of California		
DEFENDANT/RESPONDENT: Pacific American Fish Company, Inc et al		
CERTIFICATE OF MAILING		CASE NUMBER: RG20085046

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Gary C. Cooper
Law Ofc. of Gary C. Cooper
247 Yale Ave.
Kensington, CA 94708-

Ho-El Park
Law Offices of Ho-El Park , P.C
333 City Boulevard West, Suite 1700
Orange, CA 92868-

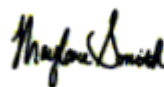
Miles L. Prince
1912 East Vernon Avenue
Suite 100
Los Angeles, CA 90058-

William F. Tarantino
Morrison & Foerster LLP
425 Market Street, Suite 3300
San Francisco, CA 94105-2482

Dated: 04/28/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Smith, Deputy Clerk

CERTIFICATE OF MAILING