SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	FOR COURT USE ONLY
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	**FILED** Superior Court of California County of Los Angeles **01/16/2026** David W. Slayton, Executive Officer / Clerk of Court By: D. Castro-Martinez Deputy
PLAINTIFF(S)/PETITIONER(S): Clean Product Advocates LLC, a California Limited Liability Company	
DEFENDANT(S)/RESPONDENT(S): Aqua Star, et al.	
CLERK'S CERTIFICATE OF SERVICE BY ELECTRONIC SERVICE	CASE NUMBER: 23STCV15294

I, David W. Slayton, 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 the

Order court order approving proposition 65 settlement agreement of 12/11/2025

upon each party or counsel of record in the above entitled action by electronically serving to the party or parties at the electronic address as listed below:

"Shabatian, Elham" <ellie@cliffwoodlaw.com>

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Dated: 01/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: D. Castro-Martinez
Deputy Clerk

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FILED
Superior Court of California
County of Los Angeles
12/11/2025
David W. Slayton, Executive Officer / Clerk of Court
By: D. Castro-Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Clean Product Advocates LLC, a California Limited Liability Company, PLAINTIFF, vs. Aqua Star; Aqua Star (USA) Corp.; Winco Foods, LLC; Winco Foods; DOES 1 - 100, DEFENDANTS.	Case No. 23STCV15294 **COURT ORDER APPROVING PROPOSITION 65 SETTLEMENT AGREEMENT**

ORDER APPROVING SETTLEMENT AGREEMENT

Based upon Plaintiff's Motion To Confirm the Proposition 65 Settlement in the above captioned case, the settlement agreement is approved and is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 12/11/2025 , ~~2025~~

Tiana J. Murillo / Judge

JUDGE OF THE SUPERIOR COURT

DEPARTMENT 78 LAW AND MOTION RULINGS

Case Number: 23STCV15294 **Hearing Date:** November 25, 2025 **Dept:** 78

Superior Court of California

County of Los Angeles

Department 78

CLEAN PRODUCT ADVOCATES LLC, Plaintiff(s), vs. AQUA STAR, et al., Defendant(s).	Case No.: 23STCV15294 Hearing Date: November 25, 2025 **[TENTATIVE] ORDER GRANTING MOTION TO APPROVE PROPOSITION 65 SETTLEMENT**

I. BACKGROUND

Plaintiff Clean Product Advocates LLC ("Plaintiff") initiated this action against defendants Aqua Star, *et al.* in the public interest of the citizens of the State of California for civil penalties and injunctive relief to enforce Health & Safety Code § 25249.6 *et seq.*, alleging the failure to inform the public of exposure to cadmium, a known carcinogen, through the manufacturing, importing, and selling of "Wild Calamari Rings & Tentacles".

On August 1, 2025, Plaintiff filed the instant motion to approve the Proposition 65 ("Prop 65") settlement entered with defendant Aqua Star (USA) Corp. ("Defendant" or "Settling Defendant").

On October 10, 2025, the Court noted deficiencies with the motion and continued the motion to November 25, 2025. Plaintiff was ordered to file a supplemental declaration at least 15 calendar days in advance of the continued hearing date. (Min. Order, Oct. 10, 2025.)

On November 6, 2025, Plaintiff filed a supplemental declaration.

II. LEGAL STANDARD

Code of Civil Procedure section 664.6 states that:

> If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

"Section 664.6 permits the trial court judge to enter judgment on a settlement agreement without the need for a new lawsuit. [Citation.] It is for the trial court to determine in the first instance whether the parties have entered into an enforceable settlement. [Citation.] In making that determination, 'the trial court acts as the trier of fact, determining whether the parties entered into a valid and binding settlement. [Citation.] Trial judges may consider oral testimony or may determine the motion upon declarations alone. [Citation.] When the same judge hears the settlement and the motion to enter judgment on the settlement, he or she may consult his [or her] memory. [Citation.]' [Citation.]" (*Osumi v. Sutton* (2007) 151 Cal.App.4th 1355, 1359–1360.)

Further, Health & Safety ("HSC") Code section 25249.7 provides for additional criteria to approve a settlement of a Prop 65 lawsuit, as follows:

> "(4) If there is a settlement of an action brought by a person in the public interest under subdivision (d), the plaintiff shall submit the settlement, other than a voluntary dismissal in which no consideration is received from the defendant, to the court for approval upon noticed motion, and the court may approve the settlement only if the court makes all of the following findings:
>
> (A) The warning that is required by the settlement complies with this chapter.
>
> (B) The award of attorney's fees is reasonable under California law.
>
> (C) The penalty amount is reasonable based on the criteria set forth in paragraph (2) of subdivision (b).
>
> (5) The plaintiff subject to paragraph (4) has the burden of producing evidence sufficient to sustain each required finding. The plaintiff shall serve the motion and all supporting papers on the Attorney General, who may appear and participate in a proceeding without intervening in the case."
>
> (HSC § 25249.7, subd. (f)(4) - (5).)

The code states, "[n]o person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual, except as provided in Section 25249.10." (HSC § 25249.6.)

III. DISCUSSION

Proposition 65 prohibits "knowingly and intentionally expos[ing] any individual to a chemical known to the state to cause cancer" without "first giving clear and reasonable warning" to that individual.¿(*Consumer Def. Grp. v. Rental Hous. Indus. Members* (2006) 137 Cal.App.4th 1185, 1213.)

Defendant's product is a food product known as "Wild Calamari Rings & Tentacles" ("Covered Product") that Plaintiff contends contains cadmium.¿Plaintiff alleges that Defendant manufactured, sold, and/or distributed for authorized sale the Covered Product to consumers in California without meeting the warning requirements of Prop 65 for a product that exposes a person to a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per day.

Proposition 65 authorizes litigants to bring private enforcement actions if they provide the required notice to the Attorney General and the district attorney, city attorney, or prosecutor in whose jurisdiction the violation is alleged to have occurred; provide notice to the alleged violator; and if neither the Attorney General nor the appropriate prosecutor commences an action against the violation.¿(HSC § 25249.7, subd. (d).)¿If a private enforcement action settles, the plaintiff must submit the settlement to the court for approval upon noticed motion.¿ (*Id.* § 25249.7, subd. (f)(4).)¿The court may approve the settlement only if it makes the following findings: (i) the warning that is required by the settlement complies with the Act; (ii) the award of

attorney fees is reasonable under California law; and (iii) the penalty amount is reasonable based on certain specified criteria. (*Id.*, § 25249.7, subd. (f)(4)(A)-(C).)

To determine whether the penalty is reasonable, courts consider the following factors: (1) the nature and extent of the violation; (2) the number and severity of the violations; (3) the economic effect of the penalty on the violator; (4) whether the violator took good faith measures to comply with the Act and the time these measures were taken; (5) the willfulness of the violator's misconduct; (6) the deterrent effect that the imposition of the penalty would have on both the violator and the regulated community as a whole; and (7) any other factor that justice may require.¿(HSC § 25249.7, subd. (b)(2)(A)-(G).)

Warning Labels

Settling Defendant has agreed to be permanently enjoined from manufacturing for sale in the State of California, distributing into the State of California, or directly selling in the State of California any Covered Product that exposes a person to a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per day unless it meets the warning requirements under Section 3.2. (Mot. Ex. A, at ¶3.11).

If Defendant is required to warn, Defendant will provide warnings that comply with Proposition 65 on the Covered Product stating the following warning statement: "WARNING: Consuming this product can expose you to chemicals including cadmium — which is known to the State of California to cause birth defects or other reproductive harm. For mere information go to www.P65 Warnings.ca.gov/food."¿(Mot. Ex. A, at ¶ 3.2.) These warnings comply with the warnings listed in California Code of Regulations, title 27, section 25603 (operative August 30, 2018).

Plaintiff has thus demonstrated that the proposed consent judgment meets the requirements of Health and Safety Code, section 25249.7, subdivision (f)(4)(A).

Reasonableness of Attorney's Fees

The proposed consent judgment provides for a total penalty of $5,000.00, of which $500.00 is to be paid as a civil penalty and $4,500.00 is to be paid as reimbursement of Plaintiff's attorney's fees and costs.

The court must review the amount of attorney's fees sought and make a finding on the reasonableness of such fees. "The primary method for establishing the amount of 'reasonable' attorney fees is the lodestar method," which is produced by multiplying the number of hours reasonable expended by counsel by a reasonable hourly rate.¿(*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556.)

Silver attests that he has been a member of the State Bar of California since November 1979, and that he spent approximately 15-20 hours prosecuting the action with Shabatian at the billing rate of $600.00 per hour, and that his incurred fees is not being compensated based on the total amount of the settlement with Defendant. (Silver Decl. ¶ 3.) Shabatian attests that he graduated from Loyola Law School in 2002, that he was been working on Prop 65 cases since 2022, and that he began his own firm and that his billing rate is $700/hour in which he expended 10 hours of work.¿ (Shabatian Decl. ¶¶ 13-15.)¿Shabatian further attests that the parties negotiated the reimbursement of attorney's fees and legal costs, and that Plaintiff agreed to accept $4,500.¿(Shabatian Decl. ¶ 11.)

Given the experience of Plaintiff's counsels, and the negotiation between the parties for fees in a lesser amount than expended, the Court finds the attorney's fees and costs sought are reasonable. (See HSC § 25249.7, subd. (f)(4)(B).)¿

Reasonableness of Proposed Penalty

With regard to the third required finding, the consent judgments provide for a civil penalty of $500.00 – 75% of which is to be remitted to the Office of Environmental Health and Hazard Assessment ("OEHHA")

with the remaining 25% remitted to Plaintiff.¿(See Health & Saf. Code, § 25249.12, subd. (c).)¿According to Plaintiff, the penalty amounts are a result of arm's length negotiations between the parties, were negotiated separately from the civil penalty, and are based on the facts and circumstances of this case. (Shabatian Decl. ¶¶ 8-9.)

Previously, the Court found that Plaintiff failed to provide sufficient information for the Court to find that the proposed penalty of $500 is reasonable pursuant to HSC section 25249.7, subdivision (b)(2). Plaintiff, citing in passing confidentiality, generally recites the factors of subdivision (b)(2) with a general summary without providing any factual specificity as to each of the factors. Subdivision (b)(2) states that the court "shall" consider all of the following: nature and extent of the violation, the number and severity of the violations, economic effect of the penalty on the violator, whether the violator took good faith measures to comply and the time the measures were taken, the willfulness of the violator's misconduct, the deterrent effect of the penalty imposed on both the violator and the regulated community as a whole, and any other factor that justice may require. Plaintiff has the burden of producing sufficient evidence to sustain the required finding. (HSC § 25249.7, subd. (f)(5).)

Plaintiff's counsel's supplemental declaration seeks to cure the above deficiency. Silver declares that the proposed penalty of $500 is reasonable because the settlement agreement had been revised three times to the satisfaction of the California Attorney General ("AG"). More specifically, on February 13, 2025, the AG informed Plaintiff's counsel that they objected to the original settlement agreement and requested that Plaintiff's motion to confirm the agreement be taken off calendar. On May 20, 2025, Plaintiff revised the settlement agreement. On June 3, 2025, the AG desired another revision. After making further changes to the agreement, the AG informed Plaintiff that the agreement was "okay." Thus, the third version of the agreement was executed by the parties on June 25, 2025, and Plaintiff subsequently filed its motion to confirm the settlement.

The Court is satisfied with Plaintiff's supplemental declaration and finds the proposed penalty to be reasonable.

IV. CONCLUSION

Plaintiff's Motion to Approve Proposition 65 Settlement is GRANTED.

Moving Party is ordered to give notice of this order within five calendar days.

DATED: November 24, 2025

Hon. Tiana J. Murillo

Judge of the Superior Court

PLEASE TAKE NOTICE:

- Parties are encouraged to meet and confer after reading this tentative ruling to see if they can reach an agreement.
- If a party intends to submit on this tentative ruling, the party must send an email to the court at SMCDEPT78@lacourt.org with the Subject line "SUBMIT" followed by the case number. The body of the email must include the hearing date and time, counsel's contact information, and the identity of the party submitting.

- Unless all parties submit by email to this tentative ruling, the parties should arrange to appear remotely (encouraged) or in person for oral argument. You should assume that others may appear at the hearing to argue.
- If the parties neither submit nor appear at hearing, the Court may take the motion off calendar or adopt the tentative ruling as the order of the Court. After the Court has issued a tentative ruling, the Court may prohibit the withdrawal of the subject motion without leave.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CLEAN PRODUCT ADVOCATES, LLC, a California Limited Liability Company, **Plaintiff,** **vs.** **AQUA STAR; AQUA STAR (USA) CORP.; WINCO FOODS, LLC; WINCO FOODS; DOES 1-100** **Defendants.**	**CASE NO. 23STCV15294** **SETTLEMENT AGREEMENT** Judge: Hon. Jill Feeney Dept.: 78 Complaint Filed: June 30, 2023 Trial Date: None set

1. INTRODUCTION

1.1 **The Parties.** This Settlement Agreement is entered into by and between CLEAN PRODUCT ADVOCATES, LLC ("CPA" or "Plaintiff") on the one hand, and Aqua Star (USA) Corp.("Defendant") on the other hand. Together, Plaintiff and Defendant are collectively referred to as the "Parties." Plaintiff is a California Limited Liability Company and as a private enforcer

and in the public interest, seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Plaintiff alleges that Defendant is an entity in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. ("Proposition 65").

1.2 **Complaint and General Allegations.** Plaintiff alleges that a product manufactured, distributed, or sold by Defendant contains cadmium, a chemical listed under Proposition 65 as a reproductive toxin, and exposes consumers to this chemical at a level requiring a Proposition 65 warning. On June 30, 2023, plaintiff initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint") pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against Defendants Aqua Star, Aqua Star (USA) Corp, Winco Foods, LLC and Winco Foods. On December 31, 2023, plaintiff filed a request for dismissal of the complaint as to defendants Aqua Star and Winco Foods only and will file a request for dismissal without prejudice of the complaint as to defendant Winco Foods, LLC within ten (10) days of filing this agreement with the Court for approval. For purposes of this agreement, the parties agree that Plaintiff has alleged Defendant is a business entity which employed ten or more persons at all times relevant to this action and qualifies as a "person in the course of doing business" within the meaning of Proposition 65 and that Defendant manufactures, distributes and/or sells the Covered Product.

1.3 **Covered Products:** As used herein the term "Covered Products" shall mean "Wild Calamari Rings & Tentacles".

1.4 Notice of Violation. On July 12, 2022, Plaintiff served Defendant, and various public enforcement agencies with documents entitled "Notice of Violation of California Health & Safety Code § 25249.6, et seq." (the "Notice"). The Notice provided Defendant and others, including public enforcers, with notice that alleged that Defendant was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers and customers that use of the

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Product will expose them to cadmium. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.5 No Admission. Defendant denies the material factual and legal allegations contained in the Notice and Complaint and maintains that, to the best of its knowledge, all products that are or have been sold and distributed in California, including the Covered Product have been and are in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Defendant. However, this § 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Further, notwithstanding the allegations in the Complaint and Notice, Defendant maintains that it has not knowingly manufactured, imported, distributed or sold or caused to be manufactured, imported, distributed or sold the Covered Product for sale in California in violation of Proposition 65.

1.6 Effective Date. For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Agreement is approved by the Court.

1.7 Except as expressly set forth herein, nothing in this agreement shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any current or future legal proceeding unrelated to these proceedings.

2. JURISDICTION AND VENUE

For purposes of this agreement and any further court action that may become necessary to enforce this agreement, the Parties stipulate that this Court has subject matter jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in Los Angeles County, and that this Court has jurisdiction to approve this agreement as a full and final resolution of all claims up through and including the Effective Date that were or could have been asserted in this action based on the facts alleged in the Notice and Complaint.

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3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

3.1 Beginning on the Effective Date, Defendant shall be permanently enjoined from manufacturing for sale in the State of California, "distributing into the State of California," or directly selling in the State of California, any Covered Product that exposes a person to a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per day unless it meets the warning requirements under Section 3.2.

3.11 As used in this agreement, the term "distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Defendant knows or has reason to know will sell the Covered Product in California. The injunctive relief in Section 3 does not apply to any Covered Product that has left the possession and is no longer under the control of Defendant prior to the Effective Date and all claims as to such Covered Products are released in this agreement.

3.1.2 For purposes of this agreement, the "Daily Cadmium Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of Cadmium per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of Cadmium exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

3.2 Clear and Reasonable Warning

If Defendant is required to provide a warning pursuant to Section 3.1, the warning substantially in the following form needs to be utilized for Covered Products ("Warning"):

> **WARNING:** Consuming this product can expose you to chemicals including cadmium 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.

Defendant shall use the phrase "birth defects or other reproductive harm" in the Warning if Defendant has reason to believe that the "Daily Cadmium Exposure Level" is greater than 4.1 micrograms of Cadmium as determined pursuant to the quality control methodology set forth in Section 3.1.2 or if Defendant has reason to believe that another Proposition 65 chemical is present

which may require a warning.

The Warning shall be securely affixed to or printed upon the label of the Covered Product and it must be set off from other surrounding information and enclosed in a box. In addition, if the Covered Product is sold over the internet purchased by a consumer located in California when ordering the Covered Product, the Warning shall appear on the checkout page in full text or through a clearly marked hyperlink using the word "WARNING" in all capital and bold letters when a California delivery address is indicated for said purchase of the Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying the Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to identify which product on the checkout page is subject to the Warning.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on the website or on the label and the word "WARNING" shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

Defendant must display the above Warning with such conspicuousness, as compared with other words, statements or designs on the label, or on its website, if applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product.

For purposes of this agreement, the term "label" means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper.

For purposes of this agreement, when Defendant is required to provide a warning for the Covered Product pursuant to Section 3, Defendant may satisfy the warning requirement by providing the required information in compliance with 27 C.C.R. § 25600.2 (2024) to any business that is subject to Proposition 65 to which it is selling or transferring the Covered Product.

The Parties agree that Defendant shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA. Further, Defendant agrees that, as of January 1, 2028, it shall ensure that all consumer products it manufactures, distributes, or sells in California, requiring a warning under Proposition 65, comply with the revised Proposition 65 warning regulations, including updated short-form warnings. The required warnings shall specify at least one chemical for which the warning is given, in accordance with Title 27, California Code of Regulations, Section 25603.

3.3 Foreign Language Warning Requirement: Where any Covered Product label, packaging, or accompanying written materials include information in a language other than English, Defendant agrees to provide the Proposition 65 warning in the same language(s) in addition to English. The foreign language warning must contain the same content as the English warning and must be prominently displayed.

4. SETTLEMENT PAYMENT

4.1 In full satisfaction of all potential civil penalties, additional settlement payments, attorney's fees, and costs, Defendant shall make a total payment of $5,000.00 ("Total Settlement Amount") to Plaintiff within 30 business days of the Effective Date ("Due Date"). Defendant shall make this payment by the delivery of certified funds to Cliffwood Law Firm, Attn: Elham Shabatian. The Total Settlement Amount shall be apportioned as follows:

4.2 $500.00 shall be considered a civil penalty pursuant to California Health and Safety Code section 25249.7(b)(1). Plaintiff shall remit 75% ($375.00) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code section 25249.12(c). Plaintiff will retain the remaining 25% ($125.00) of the civil penalty.

4.3 $4,5000.00 shall be distributed to the Cliffwood Law Firm as reimbursement for reasonable costs and fees incurred in bringing this action. Except as explicitly provided herein, each Party shall bear its own fees and costs.

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5. MODIFICATION OF AGREEMENT

5.1 This agreement may be modified only as by written stipulation of the Parties and upon entry by the Court of a modified agreement or by motion of either Party and upon approval by the Court of a modified agreement.

5.2 If Defendant seeks to modify this agreement, then Defendant must provide written notice to Plaintiff of its intent ("Notice of Intent"). If Plaintiff seeks to meet and confer regarding the proposed modification in the Notice of Intent, then Plaintiff must provide written notice to Defendant within thirty (30) days of receiving the Notice of Intent. If Plaintiff notifies Defendant in a timely manner of Plaintiff's intent to meet and confer, then the Parties shall meet and confer in good faith as required in this Section. The Parties shall meet in person or via telephone within thirty (30) days of Plaintiff's notification of its intent to meet and confer. Within thirty (30) days of such meeting, if Plaintiff disputes the proposed modification, Plaintiff shall provide to Defendant a written basis for its position. The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

5.3 In the event that Defendant initiates or otherwise requests a modification under this agreement, and the meet and confer process leads to a joint motion or application for a modification of the agreement, Defendant shall reimburse Plaintiff its costs and reasonable attorney's fees for the time spent in the meet-and-confer process and filing and arguing the motion or application.

6. RETENTION OF JURISDICTION, ENFORCEMENT OF AGREEMENT

6.1 This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this agreement.

7. APPLICATION OF AGREEMENT

This agreement may apply to, be binding upon, and benefit the Parties and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers, retailers,

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predecessors, successors, and assigns. This agreement shall have no application to any Covered Product that is distributed or sold exclusively outside the State of California and that is not used by California consumers, except that Plaintiff fully releases Defendant from any and all claims pertaining to the Covered Product that may be brought by Plaintiff in any jurisdiction other than California.

8. BINDING EFFECT, CLAIMS COVERED AND RELEASED

8.1 This agreement is a full, final, and binding resolution between Plaintiff, on behalf of itself and in the public interest, and Defendant and its respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of Defendant), distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties"). Plaintiff, on behalf of itself and in the public interest, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or consumption of the Covered Product, as to any alleged violation of Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on the Covered Product regarding cadmium up to and including the Effective Date.

8.2 Plaintiff on its own behalf only, and Defendant on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through and including the Effective Date, provided, however, that nothing shall affect or limit any Party's right to seek to enforce the terms of this agreement.

8.3 It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the Covered Product, will develop or be discovered. Plaintiff on behalf of itself only, and Defendant on behalf of itself only,

acknowledge that this agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. Plaintiff and Defendant acknowledge that the claims released in above may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads 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.

Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code Section 1542.

8.4 Compliance with the terms of this agreement shall be deemed to constitute compliance with Proposition 65 by any releasee regarding alleged exposures to Cadmium in the Covered Product.

9. SEVERABILITY OF UNENFORCEABLE PROVISIONS

In the event that any of the provisions of this agreement are held by a court to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected but in no event the releases provided herein shall ever be construed as unenforceable once this agreement has been approved by the Court as set forth in Section 12 below.

10. GOVERNING LAW

The terms and conditions of this agreement shall be governed by and construed in accordance with the laws of the State of California.

11. PROVISION OF NOTICE

All notices required to be given to either Party to this agreement by the other shall be in writing and sent to the following agents listed below via first-class mail or via electronic mail where required. Courtesy copies via email may also be sent.

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Email: dlp@redchamber.com

12. COURT APPROVAL

12.1 Upon execution of this agreement by the Parties, Plaintiff shall notice a Motion for Court Approval. The Parties shall use their best efforts to support approval by the Court of this agreement. All costs and fees associated with the motion shall be borne solely by Plaintiff.

12.2 If the California Attorney General objects to any term in this agreement, the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible, prior to the hearing on the motion.

12.3 If this agreement is not approved by the Court, it shall be void and have no force or effect.

13. EXECUTION AND COUNTERPARTS

This agreement may be executed in counterparts, which taken together shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as the original signature.

14. DRAFTING

The terms of this agreement have been reviewed by the respective counsel for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and

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conditions with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this agreement, no inference, assumption, or presumption shall be drawn, and no provision of this agreement shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the agreement. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this agreement.

16. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to either Party's compliance with the terms of this agreement approved by the Court, the Parties shall meet and confer in person, 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.

17. ENFORCEMENT

Plaintiff may, by motion or order to show cause before the Superior Court of Los Angeles County, enforce the terms and conditions contained in this agreement. In any action brought by Plaintiff to enforce this agreement, Plaintiff may seek recovery of its reasonable , attorney's fees court costs.

18. ENTIRE AGREEMENT, AUTHORIZATION

18.1 This agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, including any and all prior discussions, negotiations, commitments, and understandings related thereto. 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. Further, upon Court approval of this agreement and execution of the terms contained herein, Plaintiff's Complaint shall be dismissed with prejudice.

18.2 Each signatory to this agreement certifies that he or she is fully authorized by the Party he or she represents to stipulate to this agreement.

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19. REQUEST FOR FINDINGS & APPROVAL OF SETTLEMENT

This agreement has come before the Court upon the request of the Parties. The Parties request the Court to fully review this agreement and, being fully informed regarding the matters which are the subject of this action, to:

(1) Find that the terms and provisions of this agreement represent a fair and equitable settlement of all matters raised by the allegations of the Complaint that the matter has been diligently prosecuted, and that the public interest is served by such settlement; and

(2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4) and approve the Settlement.

IT IS SO STIPULATED:

Dated: 6/25/2025, 2025

CLEAN PRODUCT ADVOCATES, LLC

By: _____

Dekee Yangzom

Dated: 6/25/2025, 2025

AQUA STAR (USA) CORP.

Signed by:

_____

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By: Amy Cross

Its: Chief Financial Officer

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ORDER APPROVING AGREEMENT

Based upon the Parties' Stipulation, and good cause appearing, this agreement is approved and is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2025

_____
Judge of the Superior Court