

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1 Alicia Chin and Tomlinson Industries, LLC

This Settlement and Release Agreement (“Agreement”) is entered into by and between Alicia Chin (“Chin”) and Tomlinson Industries, LLC (“Tomlinson”). Together, Chin and Tomlinson are collectively referred to as the “Parties”.

1.2 General Allegations and Product Description

Chin alleges that Tomlinson imported, manufactured, distributed for sale, shipped for sale, sold, and/or offered for sale in California C-Kure Vinyl Gloves (SKU # 0 39103 06308 7) (product #998-011-LAR) (Item # 6308) (Batch # 79934/016J25-TA7823) and substantially similar products (collectively, “Products”) that cause exposure to diisononyl phthalate (DINP) without first providing exposure clear and reasonable warning under the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code § 25249.6, et seq. (“Proposition 65”). DINP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

1.3 Notice of Violation(s)

On or about August 22, 2019, Chin served Tomlinson, Central Restaurant Products, LLC (“CRP”) and certain requisite public enforcement agencies with a “60-Day Notice of Violation” (“Notice”) alleging violations of Proposition 65 by failing to warn consumers in California that the Products expose users to DINP (the “Notice”). To the best of the Parties’ knowledge, no public enforcer has commenced and is diligently prosecuting the allegations set forth in the Notice.

1.4 No Admission

Tomlinson denies the material, factual, and legal allegations contained in the Notice, and maintains that all of the products it has imported, manufactured, distributed for sale, shipped for sale, sold, and/or offered for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Agreement shall be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission of any fact, finding, conclusion of law, issue of law, or violation of law. This Section shall not, however, diminish or otherwise affect Tomlinson's obligations, responsibilities, and duties under this Agreement.

1.5 Effective Date

For purposes of this Agreement, the term "Effective Date" is the date on which the last party executes the Agreement.

2. INJUNCTIVE RELIEF: REFORMULATION

2.1 Reformulated Product

Commencing within three (3) months of the Effective Date, Tomlinson agrees to only import or manufacture a Product for sale in California that is (a) "Reformulated Product" or (b) a Product with a clear and reasonable warning, as set forth in Section 2.2 or as defined by the California Code of Regulations, Title 27, Div. 4, Chap. 1, Art. 6 (commencing at §25600). For purposes of this Agreement, "Reformulated Product" is a Product containing DINP in concentrations of less than 1,000 parts per million when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or other methodology utilized by federal or state government agencies for the purpose of determining DINP content in a solid substance. A Reformulated Product shall be deemed to comply with

Proposition 65 and be exempt from any Proposition 65 warning requirements if the Product contains DINP and/or other regulated phthalates in a concentration of less than or equal to 1,000 parts per million.

2.2 Clear and Reasonable Warning

Commencing within three (3) months of the Effective Date, Tomlinson shall, for all Product it imports or manufactures for sale in California that are is not a Reformulated Product, provide clear and reasonable warnings as set forth in subsections 2.2(a) or (b) below or as defined by the California Code of Regulations, Title 27, Div. 4, Chap. 1, Art. 6 (commencing at §25600). Tomlinson shall employ the use of the warning symbol, which consists of a black exclamation point in a yellow equilateral triangle¹ with a bold black outline, provided in subsection 2.2(a) below. The warning symbol must be placed to the left of the text of the warning in a size no smaller than the height of the word “WARNING”. The warning shall be provided by sign, label or shelf tag and shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. If the warning is provided on the Product label, it shall be provided on the exterior box.. Tomlinson may use any warning that substantially complies with the following options:

- (a) **WARNING:** This product can expose you to chemicals including diisononyl phthalate, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

¹ If the sign, label or shall tag for the product is not printed using the color yellow, the symbol may be provided in black and white.

(b) WARNING: Cancer – www.P65Warnings.ca.gov.

2.3 Sell-Through

None of the requirements of Subsections 2.1 and 2.2, supra, shall apply to, and no other obligations or liabilities under this Agreement shall attach to, any Products manufactured, imported or sold on or before three (3) months after the Effective Date.

2.4 Compliance with Proposition 65.

The Parties agree that Tomlinson shall be deemed to be in compliance with this Agreement by either adhering to § 2.2 of this Agreement or by complying with warning requirements adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") after the Effective Date. The Parties agree that compliance by Tomlinson with this Agreement constitutes compliance with Proposition 65 with respect to exposure to DINP in the Products.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payments

Pursuant to Health & Safety Code § 25249.7(b), in settlement of all the claims referred to in this Agreement, Tomlinson shall pay a total of \$1,000.00 in civil penalties in accordance with this section. This penalty payment will be allocated in accordance with Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) to be paid to OEHHA and the remaining twenty-five (25%) to be paid to Chin. These payments shall be made within fifteen business days of the Effective Date or Tomlinson's receipt of W-9s for Chin and OEHHA, whichever occurs later, with the payment to Chin to be delivered to O'Neil Dennis, Esq., 385 Grand Avenue, Suite 300, Oakland, CA 94610.

3.2 Reimbursement of Attorney's Fees and Costs

The Parties acknowledge that Chin and her counsel initially offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, leaving that issue to be resolved later. The Parties later reached an accord on the compensation due to Chin and her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure section 1021.5 for all work performed through the mutual execution of this Agreement. Tomlinson shall pay \$9,000.00 for the fees and costs incurred by Chin in investigating, bringing this matter to Tomlinson's attention, and negotiating a settlement in the public interest. This payment shall be made within fifteen (15) business days of the Effective Date or Tomlinson's receipt of a W-9 for O'Neil Dennis, and shall be paid to "O'Neil Dennis" and delivered to O'Neil Dennis, Esq., 385 Grand Avenue, Suite 300, Oakland, CA 94610.

4. CLAIMS COVERED AND RELEASED

4.1 Chin's Individual Release of Claims

Chin, on behalf of herself, her past and current agents, representatives, attorneys, successors and/or assignees, hereby waives and releases all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the Products, including, without limitation, all actions, and causes of action, in law or in equity (including those arising out of Proposition 65), suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against (a) Tomlinson, (b) Tomlinson's parent and sister entities,

affiliates, and related entities, and their respective managers, officers, directors, attorneys, representatives, shareholders, agents, and employees, and (c) each entity to whom Tomlinson directly or indirectly distributes or sells or has distributed to or sold the Products (including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to CRS) and each such entity's parent and sister entities, affiliates and related entities and licensees, and their respective managers, officers, directors, attorneys, representatives, shareholders, agents, and employees (collectively, "Releasees").

Chin also in her personal capacity, and on behalf of herself, her past and current agents, representatives, attorneys, successors, and/or assignees, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Tomlinson and the Releasees. Chin acknowledges that she is familiar with California Civil Code section 1542, 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.

Chin, in her personal capacity only, and on behalf of herself, her past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal

statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

4.2 Tomlinson's Release of Chin

Tomlinson, 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 Chin and her attorneys and other representatives, for any and all actions taken or statements made by Chin and her attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Product. Tomlinson acknowledges that it is familiar with California Civil Code section 1542, 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.

Tomlinson, on its own behalf, and on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released claims.

5. **SEVERABILITY**

If, subsequent to the execution of this Agreement, any of the provisions of this Agreement are deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

6. **GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the state of California and apply within the state of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Tomlinson shall have no further obligations pursuant to this Agreement.

7. **NOTICE**

Unless specified herein, all correspondence and notice required by this Agreement 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 to the following addresses:

For Tomlinson:

Tomlinson Industries, LLC
c/o Sonja Inglin, Esq.
Cermak & Inglin, LLP
12121 Wilshire Blvd., Ste. 322
Los Angeles, CA 90025

For Chin:

O'Neil Dennis, Esq.
O'Neil Law Firm, Inc.
385 Grand Avenue, Suite 300
Oakland, CA 94610

Any Party may, from time to time, specify in writing to the other, a change of address to which all notices and other communications shall be sent.

8. **COUNTERPARTS; FACSIMILE SIGNATURES**

This Agreement may be executed in counterparts and by facsimile or e-signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

9. **POST EXECUTION ACTIVITIES**

Chin agrees to comply with the reporting form requirements referenced in Health and Safety Code § 25249.7(f).

10. **PUBLIC BENEFIT**

It is Tomlinson's understanding that the commitments it has agreed to herein, and actions to be taken by it under this Agreement, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of Tomlinson that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Tomlinson's failure to provide a warning concerning exposure to DINP prior to purchase or use of the Products that have been or will be manufactured, distributed, sold, or offered for sale in California, such private party action would not confer a significant benefit on the general public as to those Products addressed in this Agreement, provided that Tomlinson is in material compliance with this Agreement.

11. **MODIFICATION**

This Agreement may be modified only by written agreement of the Parties.

12. **AUTHORIZATION**

The undersigned are authorized to execute this Agreement and have read, understood, and agree to all of the terms and conditions contained herein.

13. **ENTIRE AGREEMENT**

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

AGREED TO:

Date: 9/8/2020

By: 
Alicia Chin

AGREED TO:

Date: _____

Tomlinson Industries, LLC

By: _____

Name:

Title:

13. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

AGREED TO:


Date: _____

By: _____
Alicia Chin

AGREED TO:

Date: 9/11/2026

Tomlinson Industries, LLC

By: 
Name: Bruno Alaisio
Title: CFO