

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Blount Fine Foods Corp, Sprouts Farmers Market, and Panera, LLC

This Settlement Agreement is entered into by and between Clean Products Advocates, LLC ("CPA"), on the one hand, and Blount Fine Foods Corp, Sprouts Farmers Market, and Panera, LLC ("Blount, Sprouts and Panera"), on the other hand, with CPA and Blount, Sprouts and Panera collectively referred to as the "Parties."

1.2. General Allegations

CPA alleges that Blount, Sprouts and Panera manufactured and distributed and offered for sale in the State of California "New England Clam Chowder" and "Clam Shack Lobster Bisque" containing Cadmium, and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* and its implementing regulations ("Proposition 65"). California have identified and listed Cadmium under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. Product Description

The products that are covered by this Settlement Agreement are defined as New England Clam Chowder and Clam Shack Lobster Bisque that Blount, Sprouts and Panera have manufactured, imported, sold, offered for sale or distributed in California. All such items shall be referred to herein as the "Products."

1.4. Notice of Violation

On 07/05/2023 and on 07/27/2023 CPA (NOV 2023-01964 and NOV 2023-02289, respectively) served Sprouts Farmers Market; Sprouts Farmers Market, LLC; Sprouts Farmers Market, Inc.; Blount Fine Foods Corp. dba Blount Clam Shack; Panera, LLC and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled "60-Day Notice of Violation" ("Notice") that provided Blount, Sprouts and Panera and such public enforcers with notice that Blount, Sprouts and Panera was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products exposed users in California to Cadmium. To the best of the Parties' knowledge, no public enforcer have commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning Blount, Sprouts and Panera's compliance with

Proposition 65. Blount, Sprouts and Panera denies the material factual and legal allegations contained in CPA's Notice and maintains that all products that they have manufactured for sale and distribution in California, including the Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Blount, Sprouts and Panera 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 Blount, Sprouts and Panera of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by Blount, Sprouts and Panera on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Blount, Sprouts and Panera under this Settlement Agreement.

1.6. Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is fully executed.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of the Effective Date, Blount, Sprouts and Panera, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Products in California, (b) manufacture, import, or otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 2.1 below, or (c) provide a clear and reasonable Proposition 65 warning on the Products pursuant to Section 2.2 below.

2.1. Reformulation Standards

The Products shall be deemed to comply with Proposition 65 with regard to Cadmium and be exempt from any Proposition 65 warning requirements for Cadmium if the Products does not exceed 4.1 micrograms of Cadmium per day ("Reformulated Products"). Products that were supplied or contracted to be supplied to third parties by Blount, Sprouts and Panera prior to 180 days after the Effective Date shall be deemed exempted from the requirements of this Section 2 and shall be permitted to be sold through as previously manufactured, packaged and labeled. If it proves infeasible to reformulate the Products not to exceed 4.1 micrograms of Cadmium per day because of naturally occurring levels of Cadmium found in the ingredients of the Products, the Products will qualify as Reformulated Products if Blount has taken reasonable steps to source ingredients and/or reformulate to the lowest currently feasible level of Cadmium content.

For the Purpose of this Agreement, the amount of Cadmium a person is exposed to from the Covered Product 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), which equals micrograms of Cadmium exposure per day.

2.2. Warning Option

Products that do not meet the warning exemption standard set forth in Section 2.1 above shall be accompanied by a warning as described in Section 2.3 below. This warning requirement shall only be required as to Products that are manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Blount, Sprouts and Panera in the State of California. No Proposition 65 warning shall be required for any Products that are supplied or contracted to be supplied to third parties by Blount, Sprouts and Panera prior to 180 days after the Effective Date, and all such Products are hereby deemed to be exempt from Proposition 65 enforcement.

2.3. Warning Language

(a) Where required to meet the criteria set forth in Section 2.2, Blount, Sprouts and Panera shall display one of the following warning statements on the packaging label of the Products, with a black box around the warning per safe harbor requirements for warnings, that do not meet the warning exemption standard set forth in Section 2.1 above:

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

(2) **WARNING:** [Cancer and] Reproductive Harm- www.P65Warnings.ca.gov/food

Blount, Sprouts and Panera may use “cancer and” in the warning at its option. Blount, Sprouts and Panera may include the names of additional chemicals in the warning if they are present in the Products at a level that Blount, Sprouts and Panera reasonably believes would require a Proposition 65 warning.

(b) The requirements for warnings, set forth in subsection (a) above, are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations. Blount, Sprouts and Panera shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to this Section 2.3 or by complying with the Proposition 65 warning requirements adopted by the State of California Office of Environmental Health Hazard Assessment (“OEHHA”) as of or after the Effective Date.

(c) If Proposition 65 warnings for Cadmium should no longer be required, Blount, Sprouts and Panera shall have no further obligations pursuant to this Settlement Agreement.

(d) INTERNET - Product that is sold by Blount Fine Foods Corp, Sprouts Farmers Market, and Panera, LLC on the Internet to persons located in California shall also provide the warning message by a clearly marked hyperlink on the product display page, or otherwise prominently displayed to the purchaser before the purchaser completes his or her purchase of the Product.

(e) FOREIGN LANGUAGE - If the Products have consumer information in a foreign language, then the package must also contain the WARNING in the foreign language.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In full satisfaction of all potential civil penalties and attorney's fees, costs and any other expenses incurred by CPA or its counsel. Blount, Sprouts and Panera shall pay the total Settlement amount of Twenty-Eight Thousand Dollars (\$28,000) (The "Settlement Amount") as set forth below.

3.1 Civil Penalties to Health & Safety Code 25249.7 (B):

Two Thousand Dollars of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. Blount, Sprouts and Panera shall issue two separate checks within ten (10) days of the Effective Date for a total amount of Two Thousand (\$2,000) as follows, and all payments shall be delivered to the addresses listed below.

3.1 (a) One Check made payable to the State of California's Office of Environmental Health Hazzard Assessment ("OEHHA") in the amount of One Thousand Five Hundred Dollars (\$1,500), representing 75% of the total civil penalty; and

3.1 (b) One check payable to "Clean Product Advocates, LLC" in the amount of Five Hundred Dollars (\$500), representing 25% of the total civil penalty.

3.2 Attorney's Fees and Costs:

Twenty Six Thousand Dollars (\$26, 000) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC within ten (10) days of the Effective Date, as CPA's attorneys, for reasonable investigation fees, and costs, attorney's fees, and any other cost incurred as a result of investigating and bringing this matter to Blount, Sprouts and Panera's attention.

4. PAYMENT PROCEDURES

4.1 All Payments owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOV #2023-02289 and #2023-01964) at the following address:

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

4.2 All Payments owed to CPA, pursuant to Section 3.1(b) shall be delivered to:

c/o CPA
Attn: Elham Shabatian
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.3 All Payments owed to Cliffwood Law Firm, PC pursuant to Section 4.3, shall be delivered to:

Cliffwood Law firm, PC
Attn: Elham Shabatian
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.4 PROOF OF PAYMENT

A copy of each check payable to OEHHA, shall be mailed to Cliffwood Law firm, PC, simultaneous with payment to Cliffwood Law Firm, PC at the address set forth above, as proof of payment to OEHHA.

5. RELEASE OF ALL CLAIMS

5.1. Release of Blount, Sprouts and Panera, Downstream Customers and Upstream Vendors

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, CPA, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, parents, subsidiaries its past and current agents, representatives, attorneys, successors and/or assignees (collectively, "Releasers"), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully releases all claims relating to the Products, including, without limitation, all actions, and causes of action, in law or in equity, 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) Blount, Sprouts and Panera (b) each of Blount, Sprouts and Panera's downstream distributors in the stream of commerce (including but not limited to Sprouts Farmers Market; Sprouts Farmers Market, LLC; Sprouts Farmers Market, Inc.; Blount Fine Foods Corp. dba Blount Clam Shack; Panera, LLC and any other upstream or downstream entities in the distribution chain for the Products, including, but not limited to, manufacturers, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party resellers, and users, (c) Blount, Sprouts and Panera 's parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a) and (c), above (collectively "Releasees"). CPA also, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, 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 Blount, Sprouts and Panera and the Releasees.

5.2 Blount, Sprouts and Panera's Release of CPA

Blount, Sprouts and Panera, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against CPA, her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by CPA and/or her attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter or with respect to the Products.

5.3 California Civil Code § 1542.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Products will develop or be discovered. CPA on behalf of itself only, on one hand, and Blount, Sprouts and Panera, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action thereof. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 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.

CPA and Blount, Sprouts and Panera each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

6. GOVERNING LAW

The terms of this Settlement 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 or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Blount, Sprouts and Panera shall have no further obligations pursuant to this Settlement Agreement.

7. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by:

(i) electronic mail; or (ii) overnight courier on any party by the other party at the following addresses:

For Blount Fine Foods Corp, Sprouts Farmers Market, and Panera, LLC:

August T Horvath Esq.
Foley Hoag LLP
1301 Avenue of the Americas, 25th floor
New York, NY 10019

For Clean Product Advocates, LLC:

Elham Shabatian Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

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

8. COUNTERPARTS; FACSIMILE/E-SIGNATURES

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

9. ENTIRE AGREEMENT

This Settlement 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

10. MODIFICATION

This Settlement Agreement may be modified only by a written agreement signed by the Parties.

11. AUTHORIZATION

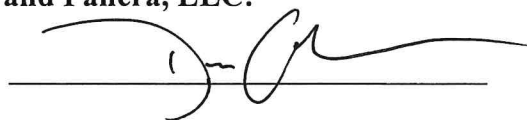
The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Settlement Agreement.

Agreed to:

For Blount Fine Foods Corp, Sprouts Farmers Market, and Panera, LLC:

Date: January 13, 2025

Signature: _____



Name: Daniel Crocker

Title: Executive Vice President, Blount Fine Foods

For Clean Product Advocates, LLC:

Date: January __, 2025

2/10/2025

Signature: 

Name: DEBI YANGZOM, DIRECTOR

Title: