

FIRST AMENDED SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This First Amended Settlement Agreement (“Settlement Agreement”) is entered into by and between BLUE WATER Cosaint, LLC (“BLUE WATER”), and UNICORD Public Company Limited (“UNICORD”). BLUE WATER and UNICORD are collectively referred to as the “Parties.” BLUE WATER is an entity located in the State of California, and seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. BLUE WATER alleges UNICORD is a person in the course of doing business for purposes of the California Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.6, et seq. (“Proposition 65”).

1.2 General Allegations. BLUE WATER alleges UNICORD has exposed individuals in the State of California to Mercury from its sales of certain products without first providing consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to Proposition 65. Mercury is listed pursuant to Proposition 65 as a chemical known to the State of California to cause reproductive harm. UNICORD denies BLUE WATER’S allegations that it has exposed individuals in the State of California to Mercury from its sales of certain products or that it has done so without first providing consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to Proposition 65 if and where required.

1.3 Product Description. The products covered by this Settlement Agreement are Great Value Sardines in Water (the “Products”) that have been imported, distributed, offered for sale and/or sold in California.

1.4 Notice of Violation. On July 20, 2023, BLUE WATER served Walmart Inc. and various public enforcement agencies with a document entitled “Notice of Violation of California Health & Safety Code § 25249.6, et seq.” (the “Notice”). The Notice provided Walmart Inc. and such others, including public enforcers, with notice that alleged that Walmart Inc. was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers and customers

that consumption of the Products will expose them to Mercury. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.5 No Admission. UNICORD denies the material factual and legal allegations contained in the Notice and maintains that, to the best of its knowledge, all products that are or have been sold and distributed in California, including the Products, have been and comply with all laws. Nothing in this Settlement Agreement shall be construed as an admission by UNICORD 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 UNICORD of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by UNICORD. However, this § 1.5 shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement.

1.6 Effective Date/Grace Period. For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date this Agreement is last executed by the Parties. The injunctive requirements of § 2 herein shall not apply to Products that are already in the stream of commerce as of the Effective Date, which Products are expressly subject to the releases provided in § 4.1. Products in the stream of commerce shall include all Products that have been manufactured, canned, and/or packaged prior to the Effective Date, regardless of their stated shelf life. Such existing inventory may be sold, offer for sale, and distributed in/to California during this grace period.

2. INJUNCTIVE RELIEF: Clear & Reasonable Warnings or Reformulation

Compliance with Proposition 65 Warning Regulations. As of the Effective Date, and subject to the Grace Period, UNICORD will have the testing or labeling options set forth below:

2.1 Provide a Proposition 65 warning label on the Products. The “Warning” provided by UNICORD shall consist of the following statement:

WARNING: Consuming this product can expose you to chemicals including mercury, which 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.

2.2 A Warning provided pursuant to § 2.1 by UNICORD must have the term “**WARNING:**” printed in all capital letters and in bold font. The warning must be set off from other surrounding information, enclosed in a box. The warning shall be affixed to or printed on the Products’ packaging or labeling and displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use.

2.3 Internet Warnings. Consistent with this Settlement Agreement, including § 2.4 below, if after the Effective Date and subject to the Grace Period, UNICORD sells the Products to consumers located in California via the internet on its own proprietary internet website, or any affiliated websites or a third party website over which UNICORD has control to post warnings, UNICORD shall provide warnings for each Product both on the Product label in accordance with § 2.2 – if testing in accordance with § 2.4 inclusive herein (including 2.4; 2.4(a)-(d)) finds that a consumer’s average daily consumption of mercury from the Product or Products, has exceeded exceeds 0.3 micrograms per day or such other safe harbor level adopted by OEHHA from time to time – by prominently displaying, or requiring the warning to be prominently displayed via the internet on its own proprietary internet website, or any affiliated websites or a third party website over which UNICORD has control to post warnings, to the California consumer during the purchase of the Products for Delivery within California without requiring customers to seek out the warning. If required, this warning or a clearly marked hyperlink to the warning using the word “**WARNING**” given in conjunction with the sale of the Products via the internet to California customers shall appear either: (a) on the same web page on which the Products are displayed in California; (b) on the same web page as the virtual cart displaying the Products sold to customers in California; (c) on the same page as the price for the Products sold to California customers; or (d) on one or more web pages displayed to a California purchaser during the checkout process. If required, this warning shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Products for which it is given in the same type size or larger than other consumer information

provided for the Products. To the extent that the current Proposition 65 requirements for Internet Warnings are changed, UNICORD may elect to adhere to any such changes in lieu of that which is set forth herein.

2.4 Testing the Product for Mercury. In the alternative to physical and/or Internet labeling and also subject to the Grace Period, UNICORD may sell or distribute (and/or sell or cause to be sold) Products, including products sold / supplied directly to retailers or via the Internet, without the Warning mentioned in §§ 2.1-2.3 if it tests the Products including the Product subject to the Notice of Violation for the presence of Mercury, and if 0.3 micrograms per day of Mercury is not exceeded by a consumer's average daily consumption of the Product or Products, or such other safe harbor level adopted by OEHHA from time to time, as determined by §§ 2.4(a)-2.4(d).

(a) Calculation of Mercury Average Daily Exposure Levels

A Product subject to the Notice of Violation for the presence of Mercury or Products covered by this Settlement Agreement for which the average daily exposure level does not exceed 0.3 micrograms of mercury per day, is determined by the formula, testing and quality control methodology described in §§2.4(b)-2.4(d). For purposes of determining if a warning is required pursuant to §§ 2.1-2.3, the average concentration utilizing the geometric mean of mercury detection results of five (5) samples of the relevant product, randomly selected by UNICORD will be controlling.

(b) Calculation Formula

For purposes of this Settlement Agreement, average daily exposure levels shall be measured in micrograms per day and shall be calculated using the following formula: the average concentration of mercury in the product in micrograms per gram, multiplied by grams of product per serving of the product (using the serving size appearing on the product label), multiplied by a frequency of consumption of once every fourteen (14) days.

(c) Testing and Quality Control Methodology.

All mercury concentration testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for

the method used, including limit of detection, limit of quantification, accuracy, and precision and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing method subsequently agreed upon in writing by the Parties.

(d) Testing Schedule.

UNICORD shall not be required to engage in testing pursuant to this Agreement unless UNICORD distributes into California any Product without a warning. For products not covered by the Grace Period referenced in § 1.6 above, testing shall be performed on and after the date that is ninety (90) days after the Effective Date, and testing shall continue thereafter at least once per year. UNICORD shall have the continuing option of commencing or halting labeling at any time consistent with the terms of this Settlement Agreement.

2.5 Compliance with Regulations. UNICORD shall be deemed to comply with this Settlement Agreement by either adhering to §§ 2.1-2.3 of this Settlement Agreement or by complying with warning requirements and/or safe harbor levels adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

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

In settlement of all the claims referred to in this Settlement Agreement UNICORD shall pay \$5,000 as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to BLUE WATER. The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below. For all amounts due and owing that are not received within the payment times set forth below, UNICORD shall pay a late civil penalty payment fee equal to \$100/day to be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) and (d).

3.1 Civil Penalty. UNICORD shall issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$3,750 (75%); and to (b) "Law Offices of George Rikos

in Trust for BLUE WATER” in the amount of \$1,250 (25%). The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below. The Civil Penalty payments herein shall be paid within 30 calendar days of the Effective Date.

3.2 Payment Procedures.

(a) Issuance of Payments. Payments shall be delivered as follows:

(i) All payments owed to BLUE WATER, pursuant to § 3.1 shall be delivered to the following payment address:

George Rikos
Law Offices of George Rikos
555 West Beech, Suite 500
San Diego, CA 92101

(ii) All payments owed to OEHHA (EIN: 68-0284486), pursuant to § 3.1 shall be delivered directly to OEHHA (Memo Line “Prop 65 Penalties”) at the following addresses, and shall be sent no later than 30 calendar days following the Effective Date.

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

(b) Copy of Payments to OEHHA. UNICORD agrees to provide BLUE WATER’S counsel with a copy of the checks payable to OEHHA, simultaneous with its penalty payments to BLUE WATER, to be delivered to the address provided in § 3.2(a)(i), as proof of payment to OEHHA.

(c) **Tax Documentation.** BLUE WATER agrees to provide IRS W-9 forms for each of the following payees under this Settlement Agreement concurrently with along with delivery of the executed copy of the Settlement Agreement to UNICORD:

(i) “Law Offices of George Rikos” at the address provided in Section 3.2(a)(i); and

(ii) “Office of Environmental Health Hazard Assessment” at 1001 I Street, Sacramento, CA 95814.

4. REIMBURSEMENT OF FEES AND COSTS

UNICORD shall reimburse BLUE WATER’S counsel \$54,000 for all attorney’s fees and costs incurred in this matter including but not limited to as a result of investigating the claims in the Notice and negotiating a settlement. The check for fees and costs shall be made payable by check to payable to “Law Offices of George Rikos” in the amount of for delivery to the address identified in § 3.2(a)(i), above. The payment for fees and costs shall be paid within 30 calendar days of the Effective date.

5. RELEASE OF ALL CLAIMS

5.1 Release of Downstream Entities. This Settlement Agreement is a full, final and binding resolution between BLUE WATER, acting on its own behalf, and UNICORD of any violation of Proposition 65 through the Effective Date and subject to the Grace Period set forth in § 1.6 above, that was or could have been asserted by BLUE WATER or on behalf of its past and current directors, officers, members, managers, agents, representatives, attorneys, successors, and/or assigns (“Releasors”) for failure to provide warnings for alleged exposures to any Proposition 65 chemical including but not limited to Mercury in the Products. Releasors hereby release any such claims, 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 each of UNICORD’s downstream distributors, wholesalers, vendors, licensors, licensees, auctioneers, retailers, internet marketplaces /

e-commerce platforms, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, users, including but not limited to Walmart Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, L.P., Walmart Apollo, LLC, Wal-Mart.com USA LLC and each of their past and present parents, subsidiaries, affiliated entities, owners, shareholders, marketplaces, directors, officers, managers, members, agents, employees, attorneys, insurers, franchisees, cooperative members, successors, and/or assignees (collectively, the “Releasees”). The release between BLUE WATER and UNICORD provided herein applies regardless of liquid or flavoring that may or may not accompany the sardines (e.g. without limitation water, oil, Louisiana hot sauce, mustard sauce). This Release does apply to any upstream party, manufacturer, producer, importer, distributor, seller or other entity in the upstream stream of commerce.

5.2 Release of UNICORD. This Settlement Agreement is a full, final and binding resolution between BLUE WATER, acting on its own behalf, and UNICORD of any violation of Proposition 65 that was or could have been asserted by Releasers for failure to provide warnings for alleged exposures to any Proposition 65 chemical including but not limited to Mercury in the Products. Releasers hereby release any such claims against UNICORD Public Company Limited and each of its past and present parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, managers, members, agents, employees, attorneys, successors and/or assignees (collectively, the “UNICORD Releasees”), from all claims for violations of Proposition 65 through the Effective Date and subject to the Grace Period set forth in § 1.6 above, based on their alleged failure to warn of alleged exposure to any Proposition 65 chemical, including but not limited to Mercury, from use of the Products. The release between BLUE WATER and UNICORD provided herein applies regardless of liquid or flavoring that may or may not accompany the sardines (e.g. without limitation water, oil, Louisiana hot sauce, mustard sauce). This Release does apply to any upstream party, manufacturer, producer, importer, distributor, seller or other entity in the upstream stream of commerce.

5.3 UNICORD’s Release of BLUE WATER. UNICORD, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all

claims against BLUE WATER, and its attorneys and other representatives, for any and all actions taken or statements made by BLUE WATER 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 prior to the Effective Date of this Settlement Agreement.

5.4 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. BLUE WATER on behalf of itself only, on one hand, and UNICORD 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 therefor. The Parties acknowledge that the claims released in §§ 5.1, 5.2 and 5.3, 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.

BLUE WATER and UNICORD each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.5 Deemed Compliance with Proposition 65. Compliance by UNICORD with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to Mercury from use of the Products.

5.6. Public Benefit. It is UNICORD'S understanding that the commitments it has agreed to herein, and actions to be taken by UNICORD under this Settlement 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 UNICORD that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to failure to provide a warning concerning exposure to Mercury prior to use of the Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer 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 Settlement Agreement, provided that UNICORD is in material compliance with this Settlement Agreement.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement Agreement.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the law 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 or limited by reason of law generally, or as to the Products, UNICORD shall provide written notice to BLUE WATER of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, a Product is so affected.

8. 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) first-class (registered or certified mail) return receipt requested; or (ii) overnight or two-day courier on any party by the other party to the following addresses:

For UNICORD:

Amornphan Aramwatananont
39/3 Moo 8, Setthakij 1 Road, Thasai, Muang
Samut Sakhon 74000 Thailand

For BLUE WATER Cosaint, LLC:

George Rikos
LAW OFFICES OF GEORGE RIKOS
555 West Beech, Suite 500

San Diego, CA 92101

Either Party, from time to time, may specify in writing to the other Party a change of address to which all notices and other communications shall be sent, pursuant to compliance with the terms of this § 8.

9. COUNTERPARTS: SIGNATURES

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

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

BLUE WATER agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f).

11. MODIFICATION

Except as provided herein, this Settlement Agreement may be modified only by a written agreement of the Parties.

12. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

13. AUTHORIZATION

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

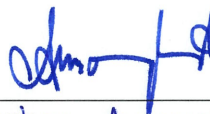
14. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

At any time following the execution of this Settlement Agreement UNICORD may ask BLUE WATER, in writing, to file a complaint against UNICORD only, incorporate the terms of this Settlement Agreement into a proposed consent judgment, and to seek the court's approval of the consent judgment pursuant to Health and Safety Code section 25249.7, or as may be otherwise allowed

by law. If so requested, BLUE WATER agrees to reasonably cooperate with UNICORD and to use his best efforts, and that of his counsel, to support the entry of a consent judgment by a Superior Court in California. Pursuant to Code of Civil Procedure sections 1021 and 1021.5, UNICORD will reimburse BLUE WATER and his counsel for their reasonable fees and costs incurred in filing the complaint, converting the Settlement Agreement into a proposed consent judgment and seeking judicial approval of the consent judgment, in an amount not to exceed \$15,000, exclusive of fees and costs that may be incurred on appeal. The UNICORD will remit payment to the Law Offices of George Rikos, at the address set forth in Section 3.2(a) above. Such additional fees shall be paid by the UNICORD, within thirty (30) calendar days after its receipt of any invoice from BLUE WATER for work performed under this paragraph. The UNICORD understands no motion to approve any proposed consent judgment will be filed absent payment for the work performed under this paragraph.

AGREED TO:

Date: November, 25 2024



Print Name: Amornphan Aramwatananont
Authorized Representative of
UNICORD Public Company Limited

AGREED TO:

Date: November ____ 2024

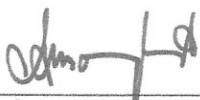
Print Name: _____
Authorized Representative of
BLUE WATER Cosaint, LLC

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AGREED TO:

Date: November 25 2024

Print Name:

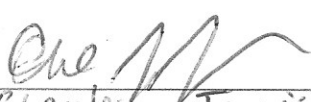


Amornphan Aramwatananont
Authorized Representative of
UNICORD Public Company Limited

AGREED TO:

Date: November ~~15~~ ¹⁷ 2024

Print Name:



Charles Jamison
Authorized Representative of
BLUE WATER Cosaint, LLC

December 16th