

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement (“Settlement Agreement”) is entered into by and between Consumer Rights Advocates, LLC (“CRA”), on the one hand, and Tri-Union Seafoods, LLC, dba Chicken of the Sea International, Thai Union Group Public Company Limited, Thai Union Group (collectively “Chicken of the Sea”), on the other hand, with CRA and Chicken of the Sea each individually referred to as a “Party” and collectively as the “Parties.” CRA is an entity located in the State of California serving in the interest of the general public by seeking to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. CRA alleges that Chicken of the Sea is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* (“Proposition 65”). For purposes of this Settlement Agreement, the Parties agree that Chicken of the Sea employed ten or more individuals at all times relevant to this matter.

1.2 General Allegations

CRA alleges that Chicken of the Sea manufactures, sells, and/or distributes for sale in California, Dill Tuna Salad products that contains lead and that it does so allegedly without first providing the health hazard warning required by Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer and reproductive harm.

1.3 Product Description

The products covered by this Settlement Agreement are defined as, and expressly limited to the Dill Tuna Salad products (“Covered Products”), that are manufactured, sold and/or distributed for sale in California.

1.4 Notice of Violation

On or around December 19, 2024, CRA served Chicken of the Sea and Wal-Mart.com USA, LLC, Walmart Inc., and Wal-Mart Stores, Inc. (collectively “Walmart”), the California

Attorney General, and all other required public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Chicken of the Sea violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to Lead alleged to be contained in the Covered Products. Over 60 days passed since the Notice was served on the Attorney General, public enforcers, Chicken of the Sea, and no designated governmental entity (including any public enforcer) commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notice.

1.5 Public Benefit

It is Chicken of the Sea’s understanding and belief that the commitments it has agreed to herein, and actions to be taken by Chicken of the Sea under this Settlement Agreement 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 Chicken of the Sea that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Chicken of the Sea’s alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered 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 Covered Products addressed in this Settlement Agreement, provided that Chicken of the Sea is in material compliance with this Settlement Agreement.

1.6 No Admission

Chicken of the Sea denies the material, factual, and legal allegations in the Notice and maintains that all of the Covered Products it manufactured, imported, sold and/or distributed for sale in California, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Chicken of the Sea of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Chicken of the Sea of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Chicken of the Sea. This Section

shall not, however, diminish or otherwise affect Chicken of the Sea 's obligations, responsibilities, and duties under this Settlement Agreement.

1.7 Effective Date

For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date this Settlement Agreement is executed by all of the Parties.

1.8 Compliance Date

For purposes of this Settlement, the term “Compliance Date” means one hundred eighty (180) days after the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Compliant Covered Products

Beginning on the Compliance Date, Chicken of the Sea shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered Products unless the Covered Products have a warning in compliance with Section 2.3, or are a Compliant Covered Product. A Compliant Covered Product is one for which the average daily exposure level is no more than 0.5 micrograms of lead per day as determined by the formula, testing and quality control methodology described in Section 2.2. As used in this Settlement Agreement, “no more than 0.5 micrograms of lead per day” means that the samples of the testing yield a mean daily exposure of no more than 0.5 micrograms of lead (with average daily exposure calculated pursuant to Sections 2.1 and 2.2 of this Settlement Agreement). For any Covered Products that cause exposure in excess of 0.5 micrograms of lead per day using the methodology described in Sections 2.1 and 2.2., Chicken of the Sea shall provide the warnings set forth in Section 2.3. For purposes of determining whether a warning (if any) is required, the daily lead average concentration level will be based on the mean of detection results of at least four (4) and up to ten (10), randomly selected samples from four (4) lots of the Covered Products (or the maximum number of lots available for testing if less than 4) during a testing period of at least one year.

2.2 Formula, Testing and Quality Control Methodology

2.2.1. For purposes of this Settlement Agreement and for determining a Compliant

Covered Product, daily exposure levels shall be measured in micrograms per day and shall be calculated using the following formula: the mean concentration of lead in the Covered Products randomly selected in accordance with Section 2.1 and tested in micrograms per gram (“ppm”), multiplied by grams of Covered Product per serving size (assuming consumption of one serving per day) of the Covered Products as stated on the label, which equals micrograms of lead exposure per day. There shall be a credit or allowance to this result equal to the naturally occurring allowance of 0.014 ppm per gram of lead concentration multiplied by the total grams of a single serving size of the Covered Product to reach the lead concentration level per day result to compare to the safe harbor of 0.5 micrograms per day. For example, if the label serving size of the Covered Product is 70 grams and the testing of four samples of the Covered Products under Sections 2.1 and 2.2 results in a lead concentration of 0.018 micrograms per gram, that number shall be multiplied by the serving size of 70 grams for a total of 1.26 micrograms per day. A credit of 0.014 micrograms per gram per serving of 70 grams shall be allowed as naturally occurring for a total allowance of 0.98 (i.e. 70×0.014) micrograms per day, resulting in a lead concentration level of 0.28 (i.e. $1.26 - 0.98$) micrograms per day, which is below safe harbor of 0.5 micrograms per day. In this circumstance, no product warnings are required for the Product under Section 2 of this Settlement Agreement. The testing requirements of Sections 2.1 and 2.2 do not apply to any of the Covered Products for which Chicken of the Sea has provided a warning as specified in Section 2.3.

2.2.2. All testing pursuant to this Settlement Agreement shall be performed: (a) by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program for the analysis of heavy metals; and, (b) 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, any future method or improvement that becomes the industry standard for lead concentration testing (as evidenced by advancements in

technology or changes in regulatory or industry guidance), or any other testing method subsequently agreed upon in writing by the Parties.

2.2.3. Chicken of the Sea and the Releasees (as defined in Section 5.1 below) shall have no obligation or liability with respect to any Covered Products that are sold and/or distributed in California after the date of the Notice, or with respect to the allegations contained in the Notice except as otherwise set forth in this Settlement Agreement.

2.2.4. As used in this Section 2, “distributing, or directly selling in the State of California” means to directly ship Covered Products into California or to sell Covered Products to a distributor Chicken of the Sea knows will sell Covered Products in California.

2.3 General Warning Requirements

Commencing on the Compliance Date, Chicken of the Sea agrees any Covered Product sold in California that was not reformulated pursuant to paragraphs 2.1 and 2.2 shall contain a Proposition 65 warning. Chicken of the Sea agrees that each such warning 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. Each warning shall be provided in a manner such that the consumer or user understands to which specific Covered Products the warning applies, so as to minimize the risk of consumer confusion.

For purposes of this Settlement Agreement, a clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag, directly to each Covered Products sold in California by Chicken of the Sea, or on a placard, shelf tag, sign or electronic device or automatic process that contains one of the following statements:

- 1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Consuming this product can expose you to lead, which is 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.

OR

SHORT FORM

**2) “WARNING:” [or] “CA WARNING:” [or]
“CALIFORNIA WARNING:” Risk of cancer and
reproductive harm from exposure to lead. See
www.P65Warnings.ca.gov/food.**

OR

SHORT FORM

**3) “WARNING:” [or] “CA WARNING:” [or]
“CALIFORNIA WARNING:” Can expose you to
lead, a carcinogen and reproductive toxicant. See
www.P65Warnings.ca.gov/food.**

**SHORT FORM ON
A PRODUCT
MANUFACTURED/
LABELED PRIOR
TO 1/1/2028,
REGARDLESS OF
DATE OF SALE**

**4) “WARNING:” Carcinogen and reproductive harm.
www.P65Warnings.ca.gov/food.**

Pursuant to Cal. Code Regs. Tit. 27, § 25607.1, where the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box with a black line outline. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must be 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 prior to sale. In no case shall a warning statement appear in a type size smaller than 6-point type. Where a sign, labeling, or label as defined in section 25600.1 is used to provide a warning that includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English. Notwithstanding the above, if Chicken of the Sea is required to provide a warning pursuant to Section 2.1, the warning content and method of transmission shall be provided in any form as authorized by any Proposition 65 law or regulation effective on or after the Effective Date.

As set forth in Cal. Code Regs. Tit. 27, § 25602, subd. (b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27,

§ 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) A clearly marked hyperlink using the word “WARNING” or the words “CA WARNING” or “CALIFORNIA WARNING” on the product display page that links to the warning; or (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to section 25602, subdivision (a)(4), the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. These requirements extend to any websites under the exclusive control of Chicken of the Sea where Covered Products are sold into California. In addition, Chicken of the Sea shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for Chicken of the Sea to provide a warning for Covered Products that entered the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Covered Products.

(i) Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, Chicken of the Sea shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted, judicial decision published, or any other official authority determines that providing Proposition 65 warnings as to lead in this product are no longer required, a lack of warning by Chicken of the Sea will not thereafter be a breach of this Agreement.

2.4 Sell-Through Period

Notwithstanding anything else in this Settlement Agreement, Covered Products that are in the process of manufacture, manufactured, packaged, in transit, or put into commerce on or after

the Compliance Date, shall be subject to the release of liability, including the releases provided in this Section 4.1 pursuant to this Settlement Agreement, without regard to when such Covered Products were, or are in the future, distributed or sold to customers. As a result, the obligations of Chicken of the Sea, or any Releasees (if applicable), stated in this Section 2 do not apply to Covered Products in the process of manufacture, manufactured, packaged, in transit, or put into commerce between the Effective Date and the Compliance Date.

3. MONETARY SETTLEMENT TERMS

3.1 Settlement Amount

Chicken of the Sea shall pay eleven thousand dollars (\$11,000.00) in settlement and total satisfaction of all the claims referred to in the Notice and this Settlement Agreement. This includes civil penalties in the amount of one thousand five hundred dollars (\$1,500.00) pursuant to Health and Safety Code section 25249.7, subdivision (b) and attorney's fees and costs in the amount of nine thousand five hundred dollars (\$9,500.00) pursuant to Code of Civil Procedure section 1021.5.

3.2 Civil Penalty

The portion of the settlement attributable to civil penalties shall be allocated according to Health and Safety Code section 25249.12, subdivisions (c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) of the penalty paid to CRA individually. The one thousand five hundred dollars (\$1,500.00) in civil penalties shall be paid as follows:

- One payment of \$1,125.00 to OEHHA, due 14 days after the Effective Date.
- One payment of \$375.00 to CRA, due 14 days after the Effective Date.

All payments owed to CRA shall be delivered to the following address:

Consumer Rights Advocates, LLC
856 S. Robertson Blvd.
Los Angeles, CA 90035

All payments owed to OEHHHA (EIN: 68-0284486) shall be delivered directly to OEHHHA (Memo Line “Prop 65 Penalties”) at the following addresses:

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 Federal Express 2-Day Delivery:

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

Chicken of the Sea agrees to provide CRA’s counsel with a copy of the check payable to OEHHHA, simultaneous with its penalty payment to CRA.

CRA and its counsel will provide completed IRS 1099, W-9, or other tax forms as required. Relevant information is set out below:

- “Consumer Rights Advocates, LLC” (EIN:92-2867892) at the address provided above.
- “Office of Environmental Health Hazard Assessment” 1001 I Street, Sacramento, CA 95814.

3.3 Attorney’s Fees and Costs

The portion of the settlement attributable to attorney’s fees and costs shall be paid to CRA’s counsel, who are entitled to attorney’s fees and costs incurred by it in this action, including but not limited to investigating potential violations, bringing this matter to Chicken of the Sea’s attention, as well as litigating and negotiating a settlement in the public interest.

Chicken of the Sea shall provide its payment for attorney’s fees and costs to CRA’s counsel by physical check or by electronic means, including wire transfers, at Chicken of the Sea’s discretion, as follows: nine thousand five hundred dollars (\$9,500.00) in attorney’s fees and costs due fourteen (14) days after the Effective Date.

The attorney's fee payments shall be made payable to Cornerstone Law Firm, PC. The address for this entity is:

Davar Danialpour, Esq.
Cornerstone Law Firm, PC
357 S. Robertson Blvd. Fl. 2
Beverly Hills, CA 90211

3.4 Tax Documentation

Chicken of the Sea agrees to provide a completed IRS 1099 for its payments to, and CRA agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Chicken of the Sea cannot issue any settlement payments pursuant to Sections 3.1, 3.2 and 3.3 above until after Chicken of the Sea receives the requisite W-9 forms from CRA's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 CRA's Release of Chicken of the Sea and Releasees

CRA, acting on its own behalf and in the public interest, releases Chicken of the Sea, and its parents, subsidiaries, affiliated entities under common ownership or control, its directors, officers, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns, each entity to whom Chicken of the Sea directly or indirectly purchases, distributes, ships, or sells the Covered Products, including but not limited to upstream fishing companies, suppliers, manufacturers, wholesalers, distributors, importers, and sellers, and downstream importers, distributors, wholesalers, customers, and retailers including, but not limited to, Walmart Inc, and each of Walmart's respective subsidiaries, affiliates and parents, franchisees, cooperative members licensees, employees, representatives, attorneys, successors, and assignees, and marketplaces franchisees, franchisors, cooperative members, suppliers, licensees, and licensors, and all other foregoing entities' owners, directors, officers, agents, principals, employees, attorneys, insurers, accountants, representatives, predecessors, successors, and assigns (collectively referred to as the "Releasees") from all claims for violations of Proposition 65 up

through the Effective Date based on exposure to Lead from Covered Products as set forth in the Notice. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposures to Lead from Covered Products as set forth in the Notice. This Settlement Agreement is a full, final, and binding resolution of all claims under Proposition 65 that were or could have been asserted against Chicken of the Sea and/or Releasees for failure to comply with Proposition 65 for alleged exposure to Lead from Covered Products. This release does not extend to any third-party retailers selling any non-compliant Covered Products on a website who, after receiving instruction from Chicken of the Sea to include a warning as set forth above in Section 2.3, do not include such a warning.

4.2 CRA's Individual Release of Claims

CRA, in its individual capacity, also provides a release to Chicken of the Sea and/or Releasees, which shall be a full and final accord and satisfaction of, as well as a bar to, all actions, causes of action, claims, obligations, costs, expenses, attorney's fees, damages, losses, liabilities, and demands of every nature, character, and kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual exposures to Lead in Covered Products manufactured, imported, sold, or distributed by Chicken of the Sea before the Effective Date and through the end of the Section 2.4 Sell-Through Period.

4.3 Chicken of the Sea's Release of CRA

Chicken of the Sea on its own behalf, and on behalf of Releasees as well as its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against CRA and its attorneys and other representatives, for any and all actions taken or statements made by CRA and its attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against them, in this matter or with respect to the Covered Products before the Effective Date.

4.4 No Other Known Claims or Violations

CRA and CRA's counsel affirm that: they are not presently aware of any actual or alleged violations of Proposition 65 by Chicken of the Sea and Releasees or for which Chicken of the Sea

and Releasees bear legal responsibility, other than those that are fully resolved by this Settlement Agreement; and, they have not filed any action or made any demands for, and have not and have no plan or intention to file or pursue or cause, induce, participate, encourage or provide assistance to any other person or entity to bring any notice of violation, demand, claim, action, proceeding or litigation, or represent any other clients, or refer any other clients to any other attorney regarding, any claims against Chicken of the Sea and Releasees involving the Covered Products or similar allegations.

4.5 Waiver of Unknown Claims

CRA on behalf of itself only, on the one hand, and Chicken of the Sea on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action therefor. Each of the Parties acknowledges that it is familiar with section 1542 of the California Civil Code 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.

Each of the Parties waives and relinquishes any right or benefit it has or may have under section 1542 of the California Civil Code or any similar provision under the statutory or non-statutory law of any other jurisdiction to the full extent that it may lawfully waive all such rights and benefits. The Parties acknowledge that each may subsequently discover facts in addition to, or different from, those that it believes to be true with respect to the claims released herein. The Parties agree that this Settlement Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding the discovery of such additional or different facts.

4.6 Additional Release Provisions

4.6.1. No Transfer of Claims. CRA, in its individual capacity, represents and warrants to Chicken of the Sea and Releasees that it has not transferred, assigned, sold, hypothecated or otherwise conveyed, or purported to transfer, assign, sell, hypothecate or otherwise convey, any of the claims released in Sections 4.1, 4.2 and 4.4, and that no other person or legal entity has any interest in any such claims, except as otherwise specified herein.

4.6.2. Covenant Not to Sue. Upon the Effective Date, CAR, on its behalf and in the public interest, hereby covenants that it will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way aid or assist in the initiation, maintenance, or prosecution of any claims for violations of Proposition 65 up through the Effective Date based on exposure to lead from Covered Products as alleged in the Notice.

4.6.3. Non-Disparagement. CRA, on its behalf and in the public interest, agrees that, from and after the Effective Date, it shall not, directly or indirectly, disclose, communicate, or publish any defamatory, disparaging, negative, harmful, or disapproving information, written communications, oral communications, electronic or magnetic communications, writings, oral or written statements, comments, opinions, facts, or remarks, of any kind or nature whatsoever, relating to Chicken of the Sea, including Releasees, its business reputation, practices, conduct or advertising, generally, or to any Proposition 65 matters concerning the Covered Products, including the matters specifically alleged by CRA in the Notice, to anyone, including but not limited to, the media, industry analysts, competitors, vendors, suppliers and employees (past, present and future). Notwithstanding the foregoing, this Section 4.6.3. shall not apply to any publication or notice of this Settlement Agreement to the Office of the Attorney General of the State of California and to the extent necessary by CRA to enforce this Settlement Agreement. If this provision is considered unenforceable, it shall not void the remainder of the Settlement Agreement.

5. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this

Settlement Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the state of California as applied within the state of California. In the event that Proposition 65 is repealed, or is otherwise rendered inapplicable for reasons, including but not limited to changes in the law, or otherwise determined to be preempted by federal law or a burden on First Amendment rights or is otherwise unconstitutional with respect to lead in Covered Products or Products substantially similar to Covered Products, then Chicken of the Sea shall have the right to file a motion with the Court to be relieved of its obligations to comply with Section 2 herein, effective the effective date of the law, regulation, safe use determination, interpretive guideline, injunction, preemption or First Amendment rights determination, and CRA shall not oppose the motion unless it believes a granting of the motion is not justified under the law.

7. ENFORCEMENT

In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

8. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For Chicken of the Sea:

Robert Parks
Parks & Solar, LLP
600 West Broadway, Suite 1200
San Diego, CA 92101
rparks@parksandsolar.com
Nina Burke
Chicken of the Sea International
2150 East Grant Avenue
El Segundo, CA 90245

For CRA:

Davar Danialpour, Esq.
Cornerstone Law Firm, PC
357 S. Robertson Blvd. Fl. 2
Beverly Hills, CA 90211
david@davarlaw.com

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.

9. COUNTERPARTS; FACSIMILE AND DIGITAL SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or portable document format (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, subd. (f)

CRA and its attorneys agree to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7, subdivision (f).

11. MODIFICATION

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

12. 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:

Date: 11/6/2025

By: Faraz Adjnasian 
CONSUMER RIGHTS ADVOCATES, LLC

AGREED TO:

Date: 11/11/2025

By: Kristina Burke 
TRI-UNION SEAFOODS, LLC DBA CHICKEN
OF THE SEA INTERNATIONAL