

SETTLEMENT AGREEMENT AND RELEASE

1. INTRODUCTION

1.1 Parties

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and Tri-Union Seafoods, LLC (“Tri-Union”), on the other hand, with EHA and Tri-Union each sometimes individually referred to hereinafter as a “Party” and collectively as the “Parties.”

1.2 General Allegations

EHA alleges it is a corporation 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. EHA alleges that Tri-Union 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 section 25249.6 *et seq.* (“Proposition 65”). EHA further alleges that Tri-Union manufactures, sells, and/or distributes for sale in California, canned sardines products that allegedly contain lead and that it does so without first providing the health hazard warning required by Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to cause developmental or reproductive toxicity.

1.3 Product Description

The products covered by this Settlement Agreement are Wild Caught Sardines, including, but not limited to, Wild Caught Sardines in Extra Virgin Olive Oil Mediterranean Style, that are purchased, imported, sold and/or distributed for sale in California by Tri-Union (“Covered Product(s)”).

1.4 Notice of Violation

On or around March 21, 2025, EHA served Tri-Union, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”). The Notice alleged that Tri-Union, King Oscar, Inc. (“King Oscar”), and Just Peachy Market (“Just Peachy”) had violated Proposition 65 by failing to sufficiently warn

consumers in California of the health hazards associated with exposures to Lead contained in Covered Products.

To the best of the Parties' knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notice.

1.5 No Admission

Tri-Union denies the material, factual, and legal allegations in the Notice and maintains that all of the products it purchased, imported, sold and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Tri-Union 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 Tri-Union of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Tri-Union. This Section shall not, however, diminish or otherwise affect Tri-Union's obligations, responsibilities, and duties under this Settlement Agreement, except to the extent such is restricted or contrary to the law.

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall occur when both Parties have executed this Settlement Agreement and shall mean the date this Settlement Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

1.7 Compliance Date

For purposes of this Settlement Agreement, the term "Compliance Date" means ninety (90) days after the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Compliant Covered Products

Beginning on the Compliance Date, Tri-Union shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered Products unless the respective 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 lead concentration level in the Covered Product does not exceed a geometric mean of 0.0196 parts per million, i.e. micrograms per gram (“ppm”) by weight (the “Average Level”) as determined by the testing and quality control methodology described at Section 2.2. As used in this Settlement Agreement, “does not exceed a geometric mean of 0.0196 parts per million” means that the samples of the testing yield a mean concentration level of no more than 0.0196 parts per million per gram by weight of lead (with concentration calculated pursuant to Section 2.2 of this Settlement Agreement). For any Covered Products that have a concentration in excess of 0.0196 micrograms per gram of Covered Product, using the methodology described in Sections 2.1 and 2.2, Tri-Union shall provide the warnings set forth in Section 2.3.

2.2 Testing and Quality Control Methodology

2.2.1. 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 of detection or analysis 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.

2.2.2. For purposes of this Settlement Agreement and for determining whether Tri-Union is distributing or directly selling in the State of California Covered Products with lead concentration levels in excess of the Average Level under this Section 2, the concentration levels shall be measured in micrograms per gram (ppm). For example, if the testing of Covered Products under Sections 2.2.1. and 2.2.2. results in a lead concentration of 18 ppb, that number shall be divided by 1,000 to determine micrograms per gram of 0.018 parts per million (ppm), which is

below the Section 2.1 safe harbor Average Level of 0.0196 ppm. In this circumstance, no product warnings are required for the Product under Section 2. of this Settlement Agreement.

2.2.3. Tri-Union and the Releasees (as defined in Section 4.1 below) shall have no obligation or liability with respect to any Covered Products that are directly sold and/or distributed for sale in the State of 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, “directly sold and/or distributed for sale in the State of California” means to directly ship Covered Products into California or to sell Covered Products to a distributor Tri-Union knows will sell Covered Products in California.

2.2.5. EHA reserves the right to test the Covered Products and, if it believes there is a violation of Section 2 herein, may assert any new claims that may arise, based on its testing results (“EHA Compliance Test Results”) subject to the provisions of Section 2.2.6. If EHA’s Compliance Test Results provide a lead concentration level where the Average Level of 0.0196 micrograms per gram is exceeded in the Covered Product, EHA shall provide Section 9 notice to Tri-Union with complete copies of all test results, including the EHA Compliance Test Results, within thirty (30) days of its receipt of the test results (the “Compliance Notice”).

2.2.6. Upon receipt of Compliance Notice from EHA, Tri-Union may elect at its cost to obtain three (3) tests of at least three (3) samples from each of four (4) separate lots of Covered Products (or the maximum number of lots available for testing if less than 4) during a period of at least one (1) year to determine the geometric mean of all of the samples tested to derive the “Average Reformulation Level.” The Average Reformulation Level shall be reported to EHA per Section 9 within thirty (30) days of its determination and shall be controlling and operate to conclusively rebut the Compliance Notice if lower than the EHA Compliance Test Results, in which case the Compliance Notice shall be withdrawn by EHA. The parties shall meet and confer with regard to any issues in this enforcement process

2.3 General Warning Requirements

Commencing on the Compliance Date, Tri-Union agrees any Covered Product sold that

was not reformulated pursuant to Sections 2.1 and 2.2 shall contain a Proposition 65 warning. Tri-Union agrees that each 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 Tri-Union, 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 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 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 reproductive toxicant. See www.P65Warnings.ca.gov/food.

OR

**SHORT FORM ON
A PRODUCT
MANUFACTURED/
LABELED PRIOR
TO 1/1/28,
REGARDLESS OF
DATE OF SALE**

4) WARNING: Reproductive Harm—
www.P65Warnings.ca.gov/food.

Pursuant to California Code of Regulations, Title 27, section 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. 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 of Title 27 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 Tri-Union is required to provide a warning pursuant to Section 2.2, 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 California Code of Regulations, Title 27, section 25602(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 Tri-Union where Covered Products are sold into California. In addition, Tri-Union 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 Tri-Union 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, Tri-Union shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Settlement Agreement. If regulations or legislation are enacted, judicial decision published, or any other official authority determines that providing that Proposition 65 warnings as to lead in this product are no longer required, a lack of warning by Tri-Union will not thereafter be a breach of this Agreement.

2.4 Grace/Sell-Through Period for Covered Products

The injunctive requirements of Section 2 shall not apply to Covered Products that are in the process of manufacture, manufactured, packaged, in transit, shipped or already in the stream of commerce on or before the Compliance Date, which Covered Products are expressly subject to the releases provided in Section 4.1 regardless of when such Covered Products were, or are in the future, distributed or sold to customers. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture, which has a lead time of ninety (90) days. As a result, the obligations of Tri-Union, or Releasees (if applicable), stated in this Section 2 do not apply to Covered Products in the process of manufacture, manufactured, packaged, in transit, shipped or put into commerce from the Effective Date through the Compliance Date.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to California Health and Safety Code section 25249.7, subdivision (b)(2), and in settlement of all claims alleged in the Notice or referred to in this Settlement Agreement, Tri-Union agrees to pay two thousand dollars (\$2,000) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code sections 25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty amount retained by EHA. Tri-Union shall issue two separate checks for the initial civil penalty payment to (a) “OEHHA” and (b) Environmental Health Advocates, Inc. as follows:

- One payment of one thousand five hundred dollars (\$1,500) to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of five hundred dollars (\$500) to EHA, due fourteen (14) days after the Effective Date.

All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section shall be delivered directly to OEHHA (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 Non-United States Postal Service Delivery:

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

All penalty payments owed to EHA shall be sent to:

Environmental Health Advocates
225 Broadway, Suite 1900
San Diego, CA 92101

3.2 Attorney Fees and Costs

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Tri-Union agrees to pay eighteen thousand dollars (\$18,000) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Tri-Union, and negotiating a settlement. The eighteen thousand dollars (\$18,000) is due fourteen (14) days after the Effective Date.

All payments required under this Section shall be made payable to Entorno Law, LLP and delivered to:

Isaac Fayman
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

3.3 Tax Documentation

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

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Tri-Union and Releasees

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Tri-Union for all claims, causes of action, actions, damages, fines, penalties, liabilities, demands, losses, expenses, fees, costs or any other legal proceedings that can or could have been asserted by EHA based on the failure to warn about exposures to Lead required

under Proposition 65 in the Covered Products purchased, manufactured, imported, directly sold or distributed for sale in the State of California by Tri-Union and Releasees (defined below) before the Compliance Date, as alleged in the Notice, or for any other reason (collectively, the “Claims”), on its own behalf, and on behalf of its past and current shareholders, officers, directors, agents, representatives, attorneys, parents, subsidiaries, affiliates, successors and assignees (collectively “Releasers”) as against Tri-Union and Releasees (defined hereinbelow). Releasers hereby fully release and covenant not to sue with respect to all such Claims, Tri-Union, King Oscar, Inc., King Oscar, AS, Rügen Fisch AG, Thai Union Group PLC, Thai Union Manufacturing Co. Ltd., and each of their respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, principals, agents, employees, attorneys, insurers, accountants, predecessors, successors, assigns, and any entity, including, but not limited to each entity to whom Tri-Union directly or indirectly distributes or sells the Covered Products, including, but not limited to, its upstream catchers, holders, shippers, suppliers, manufacturers, importers, purchasers, distributors, and wholesalers, and all downstream manufacturers, shippers, suppliers, importers, distributors, wholesalers, customers, retailers, vendors, auctioneers, dealers, owners, purchasers (including but not limited to King Oscar and Just Peachy), franchisees, cooperative members, licensors, licensees, third party resellers and users (collectively “Releasees”).

In further consideration of the promises and agreements herein contained, EHA on its own behalf, and on behalf of Releasers, hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and releases all Claims against Tri-Union and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 with respect to the alleged or actual failure to warn about exposures to Lead required under Proposition 65 in the Covered Products purchased, manufactured, imported, distributed, sold or offered for sale by Tri-Union and Releasees on or before the Compliance Date.

4.2 Tri-Union's Release of EHA

Tri-Union, 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 EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA and its 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 Covered Products on or before the Compliance Date.

4.3 No Other Known Claims or Violations

EHA and EHA's counsel affirm that: they are not presently aware of any actual or alleged violations of Proposition 65 by Tri-Union and Releasees or for which Tri-Union 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 directly or indirectly, alone, or by, with, or through others, 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 Tri-Union and Releasees involving the Covered Products or similar allegations.

4.4 California Civil Code Section 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 Covered Products will develop or be discovered. EHA, on the one hand, and Tri-Union, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Compliance Date. The Parties acknowledge that the Claims released in Sections 4.1 and 4.2 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.

EHA and Tri-Union each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

4.5 Additional Release Provisions

4.5.1. No Transfer of Claims. EHA, in its individual capacity, represents and warrants to Tri-Union 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 and 4.4, and that no other person or legal entity has any interest in any such claims, except as otherwise specified herein.

4.5.2. Covenant Not to Sue. Upon the Effective Date, EHA, on its behalf, 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 Compliance Date based on exposure to Lead from Covered Product as alleged in the Notice.

4.5.3. Non-Disparagement. EHA, on its behalf, 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 Tri-Union, 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 EHA 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 4.5.3. 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 EHA to enforce this Settlement Agreement. If this provision is considered unenforceable, it shall not void the remainder of the Settlement Agreement.

5. PUBLIC BENEFIT

It is Tri-Union's understanding that the commitments it has agreed to herein, and actions to be taken by Tri-Union under this Settlement Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure section 1021.5 and California Administrative Code Title 11, section 3201. EHA has brought to Tri-Union's attention the need to be aware of Proposition 65 for purposes of investigation and establishment of specific guardrails to ensure that Covered Products are caught in more pristine open ocean waters and manufactured in plants with proper certifications to ensure no introduction of lead to Covered Products, all to enable Tri-Union to meet safe harbor or, alternatively, provide warnings. This awareness and establishment of a scientifically supported standard for Tri-Union to meet safe harbor ensures that the public will be benefitted with a safer Covered Product or will be informed with a warning prior to purchase. As such, it is the intent of Tri-Union 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 Tri-Union's alleged failure to provide a warning concerning actual or alleged exposure to lead prior to use of the Covered Products it has purchased, manufactured, imported, distributed, sold, or offered for sale in California, or will purchase, manufacture, import, 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 Tri-Union is in material compliance with this Settlement Agreement.

6. 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.

7. 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.

8. ENFORCEMENT

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

9. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: email and (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 Tri-Union:

Robert J. Parks
Parks & Solar, LLP
600 West Broadway, Suite 1200
San Diego, CA 92101
rparks@parksandsolar.com

For EHA:

Jake Schulte
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101
jake@entornolaw.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.

10. COUNTERPARTS; FACSIMILE 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.

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

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

12. MODIFICATION

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

13. 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:

AGREED TO:

Date: 4/2/26

Date: 3/30/2026

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

Signed by:

B4E2C29ADC5A40B...
TRI-UNION SEAFOODS, LLC