

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and Luxottica of America Inc. (“Luxottica”), on the other hand, with EHA and Luxottica each individually referred to as a “Party” and collectively as the “Parties.” EHA is a corporation incorporated under the laws of the State of California and describes its purpose as 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 Luxottica 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”).

1.2 General Allegations

EHA alleges that Luxottica sells and/or distributes for sale in California, thermal receipt paper products that contain Bisphenol S (BPS) and that it does so without first providing the health hazard warning required by Proposition 65. BPS is listed pursuant to Proposition 65 as a chemical known to cause reproductive harm.

1.3 Product Description

The product covered by this Settlement Agreement is defined as, and expressly limited to thermal receipt paper (“Covered Product”), that is or has been used, distributed, and/or provided to customers in California.

1.4 Notices of Violation

On or around June 13, 2025, EHA served Luxottica, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 . The Notice alleged that Luxottica had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to BPS contained in Covered Product. On or around July 18, 2025, EHA served Oakley, Inc. (“Oakley”), which is a corporate affiliate of Luxottica, with a 60-Day Notice of Violation similar to that served on Luxottica for BPS in Covered

Product. (Collectively, the June 13, 2025 Notice and the July 18, 2025 Notice are referred to hereinafter as “the Notices”.)

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 Notices.

1.5 No Admission

Luxottica denies the material, factual, and legal allegations in the Notices and maintains that all of the products it sells or distributes or has sold and/or distributed for sale in California or provides or has provided (including to consumers or customers), including Covered Product (including at stores, kiosks and other retail locations that Luxottica has operated or operates at locations in California such as: Oakley, Sunglass Hut, Ray-Ban, LensCrafters, Oliver Peoples, Persol, For Eyes, Pearle Vision and Solaris (collectively, “Retail Locations”)), have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Luxottica or Oakley 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 Luxottica or Oakley of any fact, finding, conclusion, issue of law or violation of law. This Section shall not, however, diminish or otherwise affect Luxottica's obligations, responsibilities, and duties 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 executed by the Parties.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

Beginning ninety (90) days after the Effective Date, Luxottica shall not engage in purchasing for use, distributing, providing, or offering to provide thermal receipt paper in California or in any shipments to California addresses that is not BPS Free. “BPS Free” means thermal paper that contains less than 100 parts per million (“ppm”) of BPS or Bisphenol A (“BPA”) when tested for total content using a Liquid Chromatography Mass-Spectrometer or another recognized chemical analysis technique widely practiced by accredited laboratories, and does not contain either BPA or BPS as an

intentionally added ingredient, and/or that meets any applicable reformulation standard in a Court-approved consent judgment with EHA as plaintiff with respect to Covered Products.

2.2 Grace Period for Existing Inventory of the Covered Product

The requirements of Section 2 shall not apply to Covered Product that is already in the stream of commerce as of the Effective Date, which Covered Product is expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, Covered Product that is in the stream of commerce specifically includes, but is not limited to, Covered Product that was procured by Luxottica prior to its receipt of the Notices or maintained for use in its Retail Locations as of 90 days from the Effective Date.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notices or referred to in this Settlement Agreement, Luxottica agrees to pay four thousand (\$4,000.00) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (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. Luxottica shall make an ACH payment to EHA in the amount of \$4,000.00, due thirty (30) days after documents and information listed in Section 3.3 below are received and confirmed by Luxottica’s payment team. Within three (3) business days of receipt of this payment, EHA shall then issue payment to OEHHA for \$3,000 via wire (EIN: 68-0284486).

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, Luxottica agrees to pay thirty-one thousand dollars (\$31,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Luxottica, and negotiating a settlement. The thirty-one thousand dollars (\$31,000.00) in Attorney’s Fees and Costs shall be paid to Entorno Law, LLP as a one-time ACH payment due thirty (30) days after the information listed in Section 3.3 below are received and confirmed by Luxottica’s payment team.

3.3 Preconditions for Payment and Tax Documentation

Prior to or concurrent with providing an executed copy of this Agreement, EHA and its counsel will each provide (1) a signed IRS Forms W-9, and (2) ACH payment information in the form of either a cancelled check or signed letter from it or its bank to include bank name and address, account holder name, account number, and ACH routing number. For the avoidance of doubt, the time for payment of the amounts listed in Sections 3.1 and 3.2 above shall not begin to run until Luxottica has received the completed W-9 Forms and ACH payment information from EHA and its counsel, and Luxottica's payment team has confirmed that information. Once the ACH payments are received, EHA and its Counsel will inform counsel for Luxottica.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Luxottica

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Luxottica and Oakley for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, against Luxottica and Oakley and each of their respective parents, subsidiaries, affiliated entities under common ownership and/or are involved in operation of the Retail Locations, directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom Luxottica directly or indirectly distributes or sells the Covered Product, including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees ("Releasees"), based on the allegations of failure to warn about exposure to BPS required under Proposition 65 in the Covered Product sold or distributed for sale or provided to consumers or customers at the Retail Locations in California by Luxottica before the Effective Date, as alleged in the Notices, or for any other reason.

In further consideration of the promises and agreements herein contained, EHA on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees 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 Luxottica 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 BPS required under Proposition 65 in the Covered Product manufactured, distributed, sold or offered for sale by Luxottica or Oakley or provided to consumers or customers at the Retail Locations in California, before and through the date on which the reformulation standard in Section 2.1 becomes effective.

4.2 California Civil Code Section 1542

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notices and relating to the Covered Product will develop or be discovered. EHA on behalf of itself only, acknowledges that this Settlement Agreement is expressly intended to cover and include all such claims as provided in Section 4.1 and may include unknown claims, and nevertheless waives 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 acknowledges and understands the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is Luxottica's understanding that the commitments it has agreed to herein, and actions to be taken by Luxottica under this Settlement Agreement will 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 Luxottica 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 Luxottica's alleged failure to provide a warning concerning actual or alleged exposure to BPS prior to use of the Covered Product it has provided at the Retail Locations, manufactured, distributed, sold, or offered for sale in

California, or will provide at the Retail Locations, 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 the Covered Product addressed in this Settlement Agreement, provided that Luxottica 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. Prior to any taking any action to enforce the terms of this Settlement Agreement other than those with respect to Luxottica's payment obligations under Section 3, EHA shall first notify Luxottica in accordance with the provisions in Section 9 of the facts and circumstances that it contends constitute a breach of this Settlement Agreement and the basis for an action against Luxottica to enforce the terms of the Settlement Agreement (an "Enforcement Notice"), and EHA shall not take any action to enforce the terms of this Settlement Agreement until after the Parties have engaged for a period of not less than forty-five (45) days in a good faith effort to resolve the Enforcement Notice.

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: (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 Luxottica:

Sonja Inglin

Cermak & Inglin LLP
12121 Wilshire Blvd., Suite 322
Los Angeles, CA 90025
singlin@cermaklegal.com

With a copy to:

Legal Department
Luxottica of America Inc.
4000 Luxottica Place
Mason, OH 45040

For EHA:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

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 § 25249.7(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:

Date: 9/25/25

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

AGREED TO:

Date: 

By: Alessandro Lazzari
LUXOTTICA OF AMERICA INC.