

## SETTLEMENT AGREEMENT

### 1. INTRODUCTION

**1.1 The Parties.** This Settlement Agreement is entered into by and between JJ EATS INC (“JJ EATS”) and Ramy Eden (“EDEN”). JJ EATS and EDEN are collectively referred to as the “Parties.” EDEN alleges that JJ EATS is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. (“Proposition 65”).

**1.2 General Allegations.** EDEN alleges that without first providing individuals the health hazard exposure warning required by Proposition 65, JJ EATS exposed individuals to “Alcoholic Beverages” and “Alcoholic Beverages, when associated with alcohol abuse” (collectively, “ALCOHOLIC BEVERAGES”) at the Subject Location (defined in Section 1.3 below). JJ EATS denies these allegations. ALCOHOLIC BEVERAGES are listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

**1.3 Description of Subject Location.** The location covered by this Settlement Agreement is the establishment located at 333 N. PACIFIC ST, OCEANSIDE, CALIFORNIA (“Subject Location”).

**1.4 Notice of Violation.** On or about July 14, 2025, EDEN served JJ EATS and public enforcement agencies with a notice of violation which was assigned Attorney General No. 2025-02410. The notice of violation alleged that JJ EATS was in violation of California Health & Safety Code § 25249.6, for exposing individuals to ALCOHOLIC BEVERAGES at the Subject Location without complying with Proposition 65’s warning requirements concerning such exposures. No public enforcer has diligently prosecuted the allegations set forth in the notice of violation.

**1.5 No Admission.** JJ EATS denies the material, factual, and legal allegations contained in the notice of violation and maintains that, to the best of its knowledge, the Subject Location has been, and presently is, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by JJ EATS 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 JJ EATS of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by JJ EATS. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the notice of violation, JJ EATS maintains it has not violated Proposition 65.

**1.6 Effective Date.** For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date on which EDEN executes this Settlement Agreement and returns it to JJ EATS.

## **2. INJUNCTIVE RELIEF: WARNINGS**

**2.1 Clear and Reasonable Warning.** As of the Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this § 2.1 must be provided at the Subject Location so long as JJ EATS is doing business there. The warning shall consist of the warning content set forth in Title 27 of California Code of Regulations section 25607.4 provided by one or more of the methods set forth in Title 27 of California Code of Regulations section 25607.3(a)(1).

**2.2 Compliance with Warning Regulations.** The Parties agree that JJ EATS shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2.1 of this Settlement Agreement or by providing warnings that comply with Health and Safety Code § 25249.6 or by complying with alcoholic beverage exposure warning requirements adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") after the Effective Date.

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

Pursuant to California Health and Safety Code § 25249.7(b)(2), and in settlement of all the claims alleged in the Notices or referred to in this Settlement Agreement, JJ EATS shall pay a total of one thousand dollars (\$1,000.00) 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 EDEN. The Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below.

**3.1 Date for Payment of Civil Penalty.** Within fifteen (15) days of the Effective Date, JJ EATS shall issue two separate checks for the Civil Penalty payment:

(a) one check made payable to "OEHHA" in the amount of seven hundred fifty dollars (\$750.00); and

(b) one check made payable to "Ramy EDEN" in the amount of two hundred fifty dollars (\$250.00).

The Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below.

### **3.2 Payment Procedures.**

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

(i) The payment owed to EDEN, pursuant to § 3 shall be delivered to the address set forth in EDEN's IRS Form W-9.

(ii) The payment owed to OEHHHA pursuant to § 3 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 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 OEHHHA.** JJ EATS agrees to provide EDEN's counsel with a copy of the check payable to OEHHHA, simultaneous with its penalty payment to EDEN, which copy shall be delivered to the address provided in § 8(a), as proof of payment to OEHHHA.

(c) **Tax Documentation.** JJ EATS agrees to provide a completed IRS 1099 for its payments to, and EDEN agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

- (i) "Ramy EDEN" whose address and tax identification number shall be provided within five (5) days after this Settlement Agreement is executed by EDEN;
- (ii) "Jarrett Charo APC" (EIN: 84-2408511) at the address provided in Section 8(a); and
- (iii) "Office of Environmental Health Hazard Assessment" (EIN: 68-0284486) 1001 I Street, Sacramento, CA 95814.

#### 4. **REIMBURSEMENT OF FEES AND COSTS**

The Parties acknowledge that EDEN and his counsel offered to reach preliminary agreement on the material terms of this dispute before reaching terms on the amount of fees and costs to be reimbursed to them. The Parties thereafter reached an accord on the compensation due to EDEN and his counsel under general contract principles and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the settlement of this matter. Under these legal principles, JJ EATS shall reimburse EDEN's counsel for fees and costs incurred as a result of investigating and bringing this matter to JJ

EATS's attention and negotiating a settlement in the public interest. Within fifteen (15) days of the Effective Date, JJ EATS shall issue one check payable to "Jarrett Charo APC" in the amount of eight thousand seven hundred fifty dollars (\$8,750.00) and deliver it to the address identified in § 8(a) below.

## **5. RELEASE OF ALL CLAIMS**

**5.1 Release of JJ EATS and all affiliated entities.** This Settlement Agreement is a full, final and binding resolution between EDEN, acting on his own behalf, and JJ EATS of any violation of Proposition 65 that EDEN asserted or could have asserted for himself for or on behalf of his past and current agents, representatives, attorneys, successors, and/or assigns ("Releasers") against JJ EATS and their respective parents, subsidiaries, assigns, predecessors, successors, affiliated entities, directors, officers, members, marketplaces, employees, agents, and attorneys (collectively ("Releasees")), based on the alleged failure to warn about exposures to ALCOHOLIC BEVERAGES under Proposition 65 at the Subject Location up through the Effective Date, as alleged in the notice of violation. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposures to the listed chemical at the Subject Location, as set forth in the notice of violation.

**5.2 JJ EATS's Release of EDEN.** JJ EATS, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against EDEN, his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by EDEN and/or his 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 Subject Location.

**5.3 California Civil Code § 1542.** It is possible that other claims not known to the Parties arising out of the facts alleged in the notice of violation and relating to alleged violations of Proposition 65 at the Subject Location will develop or be discovered. EDEN on behalf of himself only, on one hand, and JJ EATS, 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. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY  
HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER

## SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

EDEN and JJ EATS each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

**5.4. Public Benefit.** JJ EATS understands that the commitments agreed to in this Settlement Agreement, and actions to be taken by them under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in California Code of Civil Procedure § 1021.5 and California Code of Regulations tit. 11, § 3201. As such, it is JJ EATS's intent that, to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to JJ EATS's alleged failure to provide Proposition 65 warnings concerning ALCOHOLIC BEVERAGES at the Subject Location, such private party action would not confer a significant benefit on the general public as to the Subject Location, provided that JJ EATS 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.

### **8. NOTICES**

Unless specified in this Settlement Agreement, all correspondence and notices required to be provided pursuant to this Settlement Agreement to any party to the agreement shall be in writing and personally delivered or sent to that party—via: (i) first-class registered or certified mail with return receipt requested; (ii) overnight or two-day courier; or (iii) email—at the following addresses:

- (a) For EDEN:  
Jarrett S. Charo  
Jarrett Charo APC  
4079 Governor Drive, No. 1018  
San Diego, CA 92122  
jcharo@charolaw.com

(b) For JJ EATS:  
Daniel S. Hurwitz  
Wilson Elser Moskowitz Edelman & Dicker LLP  
555 S. Flower Street - Suite 2900  
Los Angeles, CA 90071-2407  
dan.hurwitz@wilsonelser.com

Any 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.

**9. COUNTERPARTS: SIGNATURES**

This Settlement Agreement may be executed in counterparts and by facsimile, .pdf signature, or Docusign 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)**

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

**11. MODIFICATION**

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

**12. ENTIRE AGREEMENT**

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related the Settlement Agreement shall be deemed to have been merged within it. No representations or terms of agreement other than those contained in this Settlement Agreement exist or have been made by either party to the agreement to the other party regarding the Settlement Agreement's subject matter.

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**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 in this Settlement Agreement.

**Agreed and accepted:**

Date: 9/22/2025

By:  \_\_\_\_\_

Ramy Eden

**Agreed and accepted:**

Date: SEPTEMBER 22, 2025

By:  \_\_\_\_\_

David Cohn, CEO on behalf of JJ Eats Inc