SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Precila Balabbo ("Balabbo") and United Natural Foods, Inc. ("UNFI"). Together, Balabbo and UNFI are collectively referred to as the "Parties." Balabbo is an individual who resides 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. Balabbo alleges that UNFI 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. Balabbo alleges that UNFI has exposed individuals to lead from its sales of *Essential Everyday*® Instant Oatmeal Variety Pack - apple cinnamon, UPC # 041303104972 without first providing users and consumers of the product with a clear and reasonable health hazard exposure warning as required pursuant to Proposition 65. Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

1.3 Product Description. The products covered by this Settlement Agreement are *Essential Everyday*® Instant Oatmeal Variety Pack - apple cinnamon, UPC # 041303104972 (the "Products") that have been imported, distributed, offered for sale and/or sold in California by UNFI.

1.4 Notice of Violation. On July 15, 2025, Balabbo served Berberian Enterprises, Inc. dba Jons Fresh Marketplace, SUPERVALU Licensing, LLC, UNFI, 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 UNFI and such others, including public enforcers, with notice that alleged that UNFI was in violation of California Health & Safety Code § 25249.6, for failing to warn California consumers and customers that use of the Products will expose them to lead. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.5 No Admission. UNFI denies the material allegations contained in the Notice and maintains that it has not violated Proposition 65. UNFI asserts that any detectible levels of lead in

the Products are below the safe harbor levels for Proposition 65 or are the result of naturally occurring lead levels, as provided for in California Code of Regulations, Title 27, Section 25501(a). Nothing in this Settlement Agreement shall be construed as an admission by UNFI 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 UNFI of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by UNFI. However, this section shall not diminish or otherwise affect the obligations, responsibilities, and duties of UNFI under this Settlement Agreement.

1.6 Effective Date. For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Agreement is last executed by the Parties.

2. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS

2.1 Reformulation of Products. Commencing within sixty (60) days after the Effective Date, and continuing thereafter, Products that UNFI directly manufactures, imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products pursuant to § 2.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to §§ 2.3 - 2.4, below. For purposes of this Settlement Agreement, a "Reformulated Product" is a Product that is in compliance with the standard set forth in § 2.2, below. The warning requirement set forth in §§ 2.3 - 2.4 shall not apply to any Reformulated Product.

2.2 Reformulation Standard. "Reformulated Products" shall mean Products that expose a person to less than 0.5 micrograms of lead per serving. For the purpose of this Settlement Agreement, the amount of lead a person is exposed to from a Product shall be calculated using the following formula: micrograms of lead per gram of Product, multiplied by grams of Product per serving size of the Product on the product package, which equates to micrograms of lead exposure per day.

For purposes of measuring and determining the micrograms of lead per gram, Products shall be tested for lead at an ISO certified laboratory after being prepared as directed on the product package. The Products shall be prepared as directed on the Product package using deionized water (lead-free) that is not salted. After preparation, the Products shall be homogenized for testing via

ICP-MS (inductively coupled plasma mass spectrometry ("ICP-MS")) and tested via standard protocols (for example, AOAC 2015.01 or AOAC 993.14) to a reporting limit of 1 ppb (0.001 µg-Pb/g), if possible.

2.3 Clear and Reasonable Warning. Commencing within 60 days after the Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 2.3 and 2.4 must be provided for all Products that UNFI manufacturers, imports, distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be no obligation for UNFI to provide an exposure warning for Products that entered the stream of commerce within 60 days after the Effective Date. The warning shall consist of one of the following **Warning Options** described in §§ 3.3(a) or (b), respectively:

(a) **Warning Options**. The "Warning" shall consist of one of the following statements: Options 2 and 3 may only be used on the product, affixed to or printed on the Products' packaging or labeling:

Option 1:

WARNING [or] CA WARNING [or] CALIFORNIA WARNING: Consuming this product can expose you to chemicals including 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.

Option 2:

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

Option 3:

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

2.4 A **Warning** provided pursuant to § 2.3 must print the word "**WARNING:**" or "**CA WARNING:" or "CALIFORNIA WARNING**:" in all capital letters and in bold font, followed by a colon. The **Warning** shall be affixed to or printed on the Products' packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic device or

automatic process provides the **Warning** without the purchaser having to seek it out, provided that the is 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. A **Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Product and shall be at least the same size as those other safety warnings. Where the **Warning** is provided on the food product label, it must be set off from other surrounding information, and UNFI shall enclose the **Warning** in a black box and comply with the content requirements specified in Section 25607.2. If "consumer information," as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language, UNFI shall provide the **Warning** in the foreign language in accordance with applicable warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA").

In addition to affixing the **Warning** to the Product's packaging or labeling, the **Warning** shall be posted on websites where UNFI offers Products for sale to consumers in California. The requirements of this Section shall be satisfied if the **Warning,** or a clearly marked hyperlink using the word "**WARNING**," appears on the product display page, or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. To comply with this Section, UNFI shall (a) post the **Warning** on its own website and, if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post the **Warning** on the websites of its third-party internet sellers, provide such sellers with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2. Third-party internet sellers of the Product that have been provided with written notice in accordance with Title 27, California Code of Regulations, Section 25600.2 are not released in Section 5 of this Agreement if they fail to meet the warning requirements of this Section.

2.5 Compliance with Warning Regulations. The Parties agree that UNFI shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's OEHHA applicable to the Product and the exposure at issue. The warning requirements set forth herein are recognized by the Parties as not being the exclusive manner of providing a warning for the Products. Warnings may be provided as specified in the Prop. 65 regulations, in effect as of the Effective Date and/or as amended in the future.

2.6 For avoidance of doubt, the injunctive requirements of Section 2 herein shall not apply to Products that are already in the stream of commerce as of the Effective Date and 60 days following the Effective Date, which Products are expressly subject to the releases provided in Section 4. Products in the stream of commerce specifically include, but are not limited to, Products in the process of manufacture.

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

In settlement of all the claims referred to in this Settlement Agreement, UNFI shall pay $3,000.00 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 Balabbo. The Civil Penalty payment(s) shall be delivered to the addresses identified in § 3.2, below

3.1 Civil Penalty. Within fifteen (15) business days of the Effective Date, the following payments shall be made: two (2) separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of $2,250.00; and to (b) "Precila Balabbo" in the amount of $750.00. The Civil Penalty payment(s) 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) All payments owed to Balabbo, pursuant to § 3.1 shall be delivered to the following payment address:

Evan J. Smith, Esquire
Brodsky Smith

Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

(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:

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

Upon execution of the agreement, counsel for Balabbo will also provide wire information for the civil penalty payments identified in Paragraph 3 herein, should payment alternatively be desired to be made by wire.

(b) Copy of Payments to OEHHA. UNFI agrees to provide Balabbo's counsel with evidence of payment to OEHHA, simultaneous with its penalty payments to Balabbo, to be delivered to the address provided in § 3.2(a)(i), as proof of payment to OEHHA.

(c) Tax Documentation. A completed IRS 1099 will be provided for payments to, and Balabbo agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

(i) "Precila Balabbo" whose address and tax identification number shall be provided within five (5) days after this Settlement Agreement is fully executed by the Parties;

(ii) "Brodsky Smith" (EIN: 23-2971061) at the address provided in Section 3.2(a)(i); and

(iii) "Office of Environmental Health Hazard Assessment" 1001 I Street, Sacramento, CA 95814 (no 1099 needed)

1099s will be provided when the tax year has ended and 1099s are generated.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that Balabbo and her 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 Balabbo and her 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 mutual execution of this agreement. Under these legal principles, UNFI shall reimburse Balabbo's counsel for fees and costs incurred as a result of investigating and bringing this matter to the attention of UNFI, and negotiating a settlement in the public interest. Within fifteen (15) business days of the Effective Date, UNFI shall issue a check payable to "Brodsky Smith" in the amount of $36,000.00 for delivery to the address identified in § 3.2(a)(i), above. Upon execution of the agreement, counsel for Balabbo will also provide wire information for the attorneys fees payment identified in Paragraph 4 herein, should payment alternatively be desired to be made by wire.

5. RELEASE OF ALL CLAIMS

5.1 Release of UNFI and Downstream Customers and Entities. This Settlement Agreement is a full, final and binding resolution between Balabbo, acting on her own behalf, and not on behalf of the public, and UNFI, of any violation of Proposition 65 that was or could have been asserted by Balabbo or on behalf of her past and current agents, representatives, attorneys, successors, and/or assigns ("Releasors") for failure to provide warnings for alleged exposures to lead from consumption of the Products, and Releasors hereby release any such claims against UNFI and its parents, subsidiaries, affiliated entities, shareholders, marketplaces, directors, officers, agents, employees, attorneys, successors and assignees, and each entity to whom UNFI directly or indirectly distributes or sells the Products, including but not limited to, downstream distributors, wholesalers, customers, retailers, including but not limited to SUPERVALU Licensing, LLC and Berberian

Enterprises, Inc. dba Jons Fresh Marketplace, its respective subsidiaries, affiliates and parents, franchisees, cooperative members and licensees (collectively, the "Releasees"), from all claims for violations of Proposition 65 before the Effective Date or within 60 days after the Effective Date based on exposure to lead from use of the Products.

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to §§ 3 and 4 above, Balabbo, on behalf of herself, her past and current agents, representatives, attorneys, successors and/or assignees, hereby covenants not to sue and waives any right to institute, participate in, directly or indirectly, any form of legal action and releases all claims that she may have, including without limitation, all actions and causes of action in law and in equity, all obligations, expenses (including without limitation all attorneys' fees, expert fees, and investigation fees, and costs), damages, losses, liabilities and demands against any of the Releasees of any nature, character, or kind, whether known or unknown, suspected or unsuspected, limited to and arising out of the alleged or actual exposure to lead from use of the Products.

5.2 UNFI's Release of Balabbo. UNFI, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Balabbo, her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Balabbo 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 exposure to lead from the Products.

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 and relating to the Products will develop or be discovered. Balabbo on behalf of herself only, on one hand, and UNFI, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through 60 days after 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 HER OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HER OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Balabbo and UNFI each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.4 Deemed Compliance with Proposition 65. The Parties agree that compliance by UNFI with this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposure to lead from use of the Products.

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 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 UNFI:

Sophia Castillo
Keller and Heckman LLP
Three Embarcadero Center, Ste. 1420
San Francisco, CA 94111

For Balabbo:

Evan J. Smith
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

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.

9. PUBLIC BENEFIT

It is UNFI's understanding that the commitments it has agreed to herein, and actions to be taken by UNFI 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 UNFI 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 UNFI's alleged failure to provide a warning concerning actual or alleged exposure to lead 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 UNFI is in material compliance with this Settlement Agreement.

10. 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. In the event that Proposition 65 is repealed, or is otherwise rendered inapplicable for any reason, including, but not limited to, changes in the law; or in the event the California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues an interpretive guideline that exempts the Products from meeting the requirements of Proposition 65; or if lead cases are permanently enjoined by a court of competent jurisdiction; or if Proposition 65 is determined to be preempted by federal law or a burden on First Amendment rights with respect to lead in the Products or Products substantially similar to the Products, then UNFI may provide written notice to Balabbo of any asserted change in the law and shall have no further injunctive obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected.

11. 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.

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

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

13. MODIFICATION

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

14. 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.

15. 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.

16. NOTICE AND OPPORTUNITY TO CURE

16.1 **Enforcement.** The terms of this Settlement Agreement shall be enforced exclusively by the Parties hereto. A Party may enforce any of the terms and conditions of this Settlement Agreement only after that Party first provides sixty (60) days' notice to the Party allegedly failing to comply with the terms and conditions of this Settlement Agreement and attempts to resolve such Party's failure to comply in an open and good faith manner. The provisions of §§ 14.2 through 14.3 shall be the exclusive means of enforcing alleged violations of § 3 of this Settlement Agreement.

16.2 **Notice of Violation.** Prior to bringing any proceeding to enforce the terms of this Settlement Agreement, Plaintiff shall provide a written notice of violation ("NOV") to UNFI that includes information sufficient for it to be able to understand and correct the violation including, but

not limited to: (a) the name of the Product, (b) the Product's "best by date" and/or lot number, (c) the specific date the Product was sold in California, (c) the store, website, or other place at which the Product was available for sale to consumers, and (d) any other evidence or support for the allegations in the NOV including the Product purchase receipt, Product photos and all test data obtained by Plaintiff regarding the Product.

16.3 **Notice of Election Response.** Within 30 days of receiving an NOV, UNFI shall serve a Notice of Election ("NOE") either contesting or not contesting the NOV.

16.3.1 **Non-Contested NOV.** If UNFI that serves a NOE that elects not to contest the NOV, Plaintiff shall take no further action regarding the alleged violation against UNFI if UNFI meets one of the following conditions.

(i) UNFI demonstrates the Product entered the stream of commerce by or before 60 days following the Effective Date; or

(ii) UNFI takes all corrective action steps necessary to bring the sale of the Product into compliance with the terms of this Settlement Agreement, or UNFI takes all steps necessary to ensure the Product identified in the NOV is no longer sold or offered for sale in California by any and all stores or websites.

16.3.2 **Contested NOV.** If UNFI serves a NOE electing to contest the NOV, the provisions of this § 16.3.2 shall apply.

(i) UNFI may offer testing results from four (4) randomly selected samples of the Product, tested pursuant to § 2 of this Settlement Agreement, to demonstrate that the Products meet the reformulation standard identified herein, referred to herein as "confirmatory testing." The Parties agree that any for confirmatory testing, lead found in the 4 Product samples shall be averaged together (the "Sample") to determine if the Sample of Products meets the reformulation standard identified herein.

(ii) If confirmatory testing establishes that lead levels are not in excess of the levels allowed in § 2.2 above, Plaintiff shall take no further action regarding the alleged

violation. If confirmatory testing does not establish compliance with § 2.2 herein, UNFI may withdraw its NOE to contest the violation and may serve a new NOE pursuant to §16.3.1.

(iii) If UNFI does not withdraw a NOE to contest the NOV or take necessary action pursuant § 16.3.1 above, the Parties shall meet and confer for a period of no less than 30 days before Plaintiff may take action seeking to enforce the terms of this Settlement Agreement.

AGREED TO:

Date:_____

By: _____
Precila Balabbo

AGREED TO:

Date: 10/23/2026

By: ~Adam Luebke
United Natural Foods, Inc.

violation. If confirmatory testing does not establish compliance with § 2.2 herein, UNFI may withdraw its NOE to contest the violation and may serve a new NOE pursuant to §16.3.1.

(iii) If UNFI does not withdraw a NOE to contest the NOV or take necessary action pursuant § 16.3.1 above, the Parties shall meet and confer for a period of no less than 30 days before Plaintiff may take action seeking to enforce the terms of this Settlement Agreement.

AGREED TO:

Date: 10 | 26 | 26

By: _____
Precila Balabbo

AGREED TO:

Date: _____

By: _____
United Natural Foods, Inc.