

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Eastern Fisheries, Inc.

This Release and Settlement Agreement (“Settlement Agreement”) is entered into by and between Clean Products Advocates, LLC (“CPA”), on the one hand, and Eastern Fisheries, Inc. (“Eastern Fisheries”), on the other hand, with CPA and Eastern Fisheries collectively referred to as the “Parties.”

1.2. General Allegations

CPA alleges that Eastern Fisheries manufactured and distributed and offered for sale in the State of California “Marketside Wild Caught Scallops” and other scallop products (Covered Products defined below) containing Lead and Cadmium, and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.*, and its implementing regulations (“Proposition 65”). California has identified and listed Lead and Cadmium under Proposition 65 as chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm.

1.3. Product Description

The products that are covered by this Settlement Agreement include and are defined as Marketside Wild Caught Scallops and other “Marketside” branded single product scallops that Eastern Fisheries has manufactured, imported, sold, offered for sale or distributed in California. All such items shall be referred to herein as the “Covered Products.”

1.4. Notice of Violation

On September 23, 2025, CPA served Walmart Inc., and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California, with a document entitled “60-Day Notice of Violation” (“Notice”) that provided Eastern Fisheries and such public enforcers with notice that Eastern Fisheries was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Covered Products exposed users in California to Lead and Cadmium. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning Eastern Fisheries' compliance with Proposition 65. Eastern Fisheries denies the material factual and legal allegations contained in CPA's Notice, and

maintains that all products that it has manufactured for sale and distribution in California, including the Covered Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Eastern Fisheries 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 Eastern Fisheries of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by Eastern Fisheries on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Eastern Fisheries 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 fully executed by the Parties.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of the Effective Date, Eastern Fisheries, at its sole discretion, agrees to: (a) cease selling, offering for sale or distributing the Products in California; or (b) manufacture, import, or otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 2.1 below; or (c) provide a clear and reasonable Proposition 65 warning on the Covered Products pursuant to Sections 2.2 and 2.3 below.

2.1. Reformulation Standards

The Covered Products shall be deemed to comply with Proposition 65 with regard to Lead and Cadmium and be exempt from any Proposition 65 warning requirements for Lead or Cadmium if the exposure does not exceed 0.5 micrograms of Lead per day, and 4.1 micrograms of Cadmium per day, as calculated below (“Reformulated Products”).

For the Purpose of this Agreement, the amount of Lead a person is exposed to from the Covered Products shall be calculated using the following formula: micrograms of Lead per gram of Covered Product, multiplied by grams of Covered Product per serving, as set forth on the product label, which equals micrograms of Lead exposure per eating occasion.

For the Purpose of this Agreement, the amount of Cadmium a person is exposed to from the Covered Products shall be calculated using the following formula: micrograms of Cadmium per gram of Covered Product, multiplied by grams of Covered Product per serving, as set forth on the product label, which equals micrograms of Cadmium exposure per eating occasion.

Covered Products that were supplied or contracted to be supplied to third parties by Eastern Fisheries prior to three (3) months after the Effective Date shall be deemed exempted from the requirements of this Section 2, and shall be permitted to be sold through as previously manufactured, packaged and labeled (“Compliance Date”).

2.2. Testing Protocols Required By Trigger Warnings

Product testing for heavy metals must comply with the following protocol:

- a. A single serving of the Covered Products is sent to each of two named accredited laboratories (see below), each capable of guaranteeing heavy metal testing results accurately and repeatably down to 1 part per billion (“ppb”) – one single serving to be sent to each laboratory.
- b. Each single serving sent for testing must be of the same Best By Date (“BBD”) codes denoted on the packaging and purchased from the same retail outlet.
- c. Each laboratory shall prepare a single sample for heavy metal analysis in accordance with the accredited methodologies and test that sample in triplicate. Acceptable testing methodologies/laboratories include:
 - i. Eurofins Official Methods of Analysis, Methods 2011.19 and 993.14, and 2015.01, AOAC INTERNATIONAL (Modified); and
 - ii. Ginesta Official Method of Analysis 2015.01, AOAC INTERNATIONAL.
 - iii. Other accredited laboratories utilizing the identical accredited methodology and guaranteeing results accurately and repeatably down to a level of 1 ppb would also be acceptable. For the avoidance of doubt, however, using 2015.01 AOAC testing methodology without the capability to guarantee results down to 1 ppb would not suffice.
- d. All six test results along with the original packaging and residual contents to be made available to Eastern Fisheries for its own review.

If: (i) the results from the two laboratories statistically accord; and (ii) the geometric mean is above 0.5 micrograms for Lead and 4.1 micrograms for Cadmium (calculated using an assumed consumption of 1 single serving per eating occasion as denoted on the Covered Products’ packages), the result only then can form the basis for a violation of this Settlement Agreement. To assert a violation of this Settlement Agreement, the claimant must provide the following to Eastern Fisheries:

- (1) Proof of Purchase
- (2) The 3 test results obtained from each laboratory.
- (3) One retained sealed sample from each package plus the physical packages.

2.3. Warning Options

Covered Products that do not meet the warning exemption standard set forth in Section 2.1 above shall be accompanied by a warning as described in Section 2.4 below. This warning requirement shall only be required as to Covered Products that are manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Eastern Fisheries in the State of California. No Proposition 65 warning shall be required for any Covered Products that are supplied or contracted to be supplied to third parties by Eastern Fisheries prior to 6 months after the Effective Date, and all such Products are hereby deemed to be exempt from Proposition 65 enforcement.

2.4. Warning Language

2.4.1. A clear and reasonable exposure warning must be provided for Covered Product(s) with exposure levels not compliant with this Settlement Agreement that Eastern Fisheries, Inc. distributes into the State of California after the Compliance Date. The Warning shall consist of either the Standard Warning (under 2.4.1(a)) or the Short-Form Warning (under 2.4.1(b)). Alternatively, Eastern Fisheries or its downstream partners may arrange for placement of a shelf or freezer warning at retail locations in California, as indicated below. Where Eastern Fisheries provides warnings to retail sellers in compliance with Section 25600.2(b) and (c) of Title 27 of the California Code of Regulations, it shall have no obligation to provide warnings for the Covered Products beyond those obligations specified in this Settlement Agreement.

2.4.2. Product Package Label. The agreed upon package label warnings are as follows, with Eastern Fisheries having the option to use any of the alternate “warning” signal words, to be contained within box, as indicated below:

- a. Standard Warning. The Standard Warning shall consist of the statement:

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

or

- b. Short-Form Warning. The Short-Form Warning shall consist of either of the statements below:

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov/food

The font size of the Short-Form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for Consumer Information.

- c. New Short Form Warnings. Short-form Warnings on Covered Products manufactured on or after **January 1, 2028** must use the Short-Form Warning requirements set forth below. These warnings also may be used prior to January 1, 2028.

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

or

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

- d. The product package warning shall 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 under customary conditions of purchase or use.

2.4.3. Warning Signs, Placards, Shelf Tags, or Shelf Sign. A Standard Warning or Short-Form Warning provided pursuant to Section 2.4.2. in print form must contain the words “**WARNING**” [or] “**CA WARNING**” [or] “**CALIFORNIA WARNING**” in all capital letters, in bold font, followed by a colon, and:

- a. be affixed to or printed on a placard, shelf tag, or sign, or via an electronic device that automatically provides the warning to the purchaser prior to or during the purchase of the consumer product, without requiring the purchaser to seek out the warning;
- b. 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 under customary conditions of purchase or use; and
- c. be set off from other surrounding information;

2.4.4. Online/Internet Warning. If Eastern Fisheries, Inc. or an authorized distributor sells Covered Products via Internet websites to customers located in California, a warning meets the requirements of this subarticle if it complies with the content requirements of this Settlement Agreement (per Title 27 of the California Code of Regulations Section 25602.7), and the warning uses one or more of the following Internet methods in addition to a warning on the physical product:

- a. a warning on the product display page; or

- b. 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
- c. an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If the warning is provided using the short-form warning label content pursuant to Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this subsection, the warning is not prominently displayed if the purchaser must search for it in the general content of the website.

2.4.5. For Internet purchases made before January 1, 2028, a retail seller is not responsible under Section 25600.2(e)(4) for conspicuously posting or displaying the new warning online until 60 calendar days after the retailer receives a warning or a written notice under Section 25600.2(b) and (c) which updates a short-form warning compliant with Section 25603(b) and (c), as applicable.

2.4.6 Foreign Language - 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.

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

In full satisfaction of all potential civil penalties and attorney’s fees, costs and any other expenses incurred by CPA or its counsel, Eastern Fisheries shall pay the total amount of Twenty Thousand Dollars (\$20,000) (the “Settlement Amount”) as set forth below.

3.1 Civil Penalties to Health & Safety Code 25249.7 (B):

One Thousand Five Hundred Dollars of the Settlement Amount shall be considered a “civil penalty” pursuant to California Health and Safety Code. Eastern Fisheries shall issue two separate checks within ten (10) days of the Effective Date for a total amount of One Thousand Five Hundred Dollars (\$1,500) as follows, and all payments shall be delivered to the addresses listed below.

3.1 (a) One Check made payable to the State of California’s Office of Environmental Health Hazzard Assessment (“OEHHA”) in the amount of One Thousand One Hundred Twenty Five Dollars (\$1,125), representing 75% of the total civil penalty; and

3.1 (b) One check payable to “Clean Product Advocates, LLC” in the amount of Three Hundred Seventy-Five Dollars (\$375), representing 25% of the total civil penalty.

3.2 Attorney’s Fees and Costs:

Eighteen Thousand Five Hundred Dollars (\$18,500) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC within ten (10) days of the Effective Date, as CPA’s attorneys, for reasonable investigation fees, and costs, attorney’s fees, and any other cost incurred as a result of investigating and bringing this matter to Eastern Fisheries’ attention.

4. PAYMENT PROCEDURES

4.1 All Payments owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line “Prop 65 Penalties NOV #2025-03699”) at the following address:

Attn: Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

4.2 All Payments owed to CPA, pursuant to Section 3.1(b) shall be delivered to:

CPA
% Elham Shabatian, Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.3 All Payments owed to Cliffwood Law Firm, PC pursuant to Section 4.3, shall be delivered to:

Cliffwood Law Firm, PC
Attn: Elham Shabatian, Esq.
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.4 PROOF OF PAYMENT

A copy of each check payable to OEHHA, shall be mailed to Cliffwood Law Firm, PC, simultaneously with payment to Cliffwood Law Firm, PC at the address set forth above, as proofs of payment.

5. RELEASE OF ALL CLAIMS

5.1. Release of Eastern Fisheries, Downstream Customers, and Upstream Vendors

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, CPA, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, parents, subsidiaries its past and current agents, representatives, attorneys, successors and/or assignees (collectively, “Releasers”), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully releases all claims relating to the Covered Products, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent

(collectively "Claims"), against: (a) Eastern Fisheries; (b) each of Eastern Fisheries' downstream distributors and upstream vendors in the stream of commerce (including but not limited to Walmart Inc. and any other upstream or downstream entities in the distribution chain for the Covered Products, including, but not limited to, manufacturers, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users; (c) Eastern Fisheries' parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities, successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities; and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a) and (c), above (collectively "Releasees"). CPA also, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Eastern Fisheries and the Releasees.

5.2 Eastern Fisheries' Release of CPA

Eastern Fisheries, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against CPA, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by CPA and/or its 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 the Products.

5.3 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. CPA on behalf of itself only, on one hand, and Eastern Fisheries, 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 thereof. The Parties acknowledge that the claims released in Sections 5.1 and 5.2, above, 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.

CPA and Eastern Fisheries each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code Section 1542.

6. 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 by reason of law generally, or as to the Covered Products, then Eastern Fisheries shall have no further obligations pursuant to this Settlement Agreement.

7. 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) electronic mail; or (ii) overnight courier on any party by the other party at the following addresses:

For Eastern Fisheries, Inc.:

Christopher Van Gundy, Esq.
Buchalter LLP
425 Market Street
Suite 2900
San Francisco, CA 94105

For Clean Product Advocates, LLC:

Elham Shabatian Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

Any party, from time to time, may specify in writing to the other party a change of address or electronic mail to which all notices and other communications shall be sent.

8. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

9. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions

10. MODIFICATION

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

11. 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: September ^{3.00} __, 2026

DocuSigned by:


9FC37DB86E56436
Name: Joseph Marshall
Title: EVP
Eastern Fisheries, Inc.

Date: September __, 2026

9/4/2026



Name:
Title: Deki Yangzom, Director
Clean Products Advocates, LLC