

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Day-Lee Foods, Inc.

This Settlement Agreement is entered into by and between Clean Products Advocates, LLC ("CPA"), on the one hand, and Day-Lee Foods, Inc. ("Day-Lee"), on the other hand, with CPA and Day-Lee collectively referred to as the "Parties."

1.2. General Allegations

CPA alleges that Day-Lee manufactured and distributed and offered for sale in the State of California "Day-Lee Pride Shrimp Shumai Premium Dumplings" ("Covered Product(s)") containing Lead, 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 under 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 that are covered by this Settlement Agreement are defined as Day-Lee Pride Shrimp Shumai Premium Dumplings that Day-Lee 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 or around October 13, 2025, CPA served Day-Lee, Tokyo Central PCH, 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"). The Notice alleged that Day-Lee violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with alleged exposures to Lead contained in the Covered Products.

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 Day-Lee's compliance with Proposition 65 with respect to the Covered Products.

Day-Lee denies the material, factual, and legal allegations contained in CPA's Notice and maintains that all products it sold and/or distributed in California, including the Covered Products, have been, and are in compliance with Proposition 65 and any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by Day-Lee 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 Day-Lee of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Day-Lee on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Day-Lee 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.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of June 1, 2026, Day-Lee, at its sole discretion, agrees to either (a) cease selling, offering for sale, or distributing the Covered Products in California, (b) manufacture, import, or otherwise source for authorized sale in California only Reformulated Covered Products, as defined pursuant to Section 2.1 below, or (c) provide clear and reasonable Proposition 65 warnings on the Covered Products pursuant to Sections 2.2–2.3 below.

Parties acknowledge, understand, and agree that Covered Products that have been manufactured, imported, sold, and/or distributed by Day-Lee, and are already in the stream of commerce, prior to June 1, 2026, are not subject to the injunctive relief requirements described in Section II of this Settlement Agreement.

2.1. Reformulation Standards

The Covered Products shall be deemed to comply with Proposition 65 with regard to Lead and be exempt from any Proposition 65 warning requirements for Lead in the Covered Products if the exposure does not exceed 0.5 micrograms of Lead 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 product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of servings recommended on the product label), which equals micrograms of Lead exposure per day.

2.2. Warning Option

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 2.3 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 Day-Lee in the State of California.

2.3. Warning Language

A clear and reasonable exposure Proposition 65 Warning must be provided for Covered Product(s) that do not qualify as Reformulated Products under Section 2.1 and that distributes into the State of California after the Compliance Date. The Warning shall consist of either the Standard Warning (under 2.3.1. (a)) or the Short-Form Warning (under 2.3.1. (b)).

- a. Standard Warning. A Standard Warning shall be one that is consistent with Cal. Code Regs., Tit. 27, §§ 25607.1 and 25607.2 (a). One example of a Standard Warning is immediately below:

WARNING: Consuming this product can expose you to chemicals including Lead, which are 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. A Short-Form Warning shall be one that is consistent with Cal. Code Regs., Tit. 27, §§ 25607.1 and 25607.2 (b). Examples of Short-Form Warnings are immediately below:

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

- c. 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 other consumer information. Warning language on Covered Products manufactured on or after **January 1, 2028** must include at least one

chemical name for each applicable endpoint (cancer and/or reproductive toxicity), consistent with changes to Cal. Code Regs., Tit. 27, § 25607.2 (b) by California’s Office of Environmental Health Hazard Assessment (“OEHHA”) rulemaking and made effective by the Office of Administrative Law on January 1, 2025.

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. Day-Lee Foods shall pay the total Settlement amount of Twenty Two Thousand Dollars (\$22,000) (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. Day-Lee Foods 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 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:

Twenty Thousand Five Hundred Dollars (\$20,500) 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 Day-Lee Foods’s 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 #2025-04222”) 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, simultaneous with payment to Cliffwood Law Firm, PC at the address set forth above, as proof of payment to OEHHA.

5. RELEASE OF ALL CLAIMS

5.1. Release of Day-Lee Foods, 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 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) Day-Lee and each entity to whom Day-Lee directly or indirectly distributes or sells the Covered Products to, including, but not limited to downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees in the stream of commerce (including but not limited to Tokyo Central PCH) 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, (b) Day-Lee's parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (c) the employees, shareholders, officers, directors,

members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a)–(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 Day-Lee and the Releasees.

5.2 Day-Lee Foods's Release of CPA

Day-Lee, 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 Covered 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 Covered Products will develop or be discovered. CPA on behalf of itself only, on one hand, and Day-Lee, on the other hand, acknowledge that this 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 §§ 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.

CPA and Day-Lee Foods each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 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 Products, then Day-Lee 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 sent by: (i) personal delivery; (ii) electronic mail; or (iii) overnight courier on any Party by the other at the following addresses:

For Day-Lee Foods, Inc.:

Dale Stern
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

Christopher Marelich
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

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

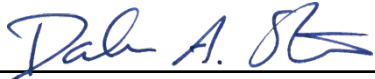
This Settlement Agreement may be modified only by a written agreement signed by the Parties.

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: March 24, 2026




Name: Dale Stern

Title: Outside Counsel to Day-Lee Foods, Inc.

Date: March , 2026

3/31/2026



Name:

Title: JERI YANGZOM, DIRECTOR

Clean Products Advocates, LLC