

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between CalSafe Research Center, Inc. ("CRC"), on the one hand, and Kosterina Corporation ("Kosterina") on the other hand, with CRC and Kosterina each individually referred to as a "Party" and collectively as the "Parties."

1.2 General Allegations

CRC alleges that Kosterina sells and/or distributes in California certain products, specified in Section 1.3 below, containing lead without a warning as required by Health and Safety Code §§ 25249.5 *et seq.* ("Proposition 65"). Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer and birth defects or other reproductive harm. Kosterina denies these allegations.

1.3 Product Descriptions

The products covered by this Settlement Agreement are defined as, and expressly limited to "Kosterina, Organic Spicy Kalamata Olives (UPC# 810080810716)" and "Kosterina, Organic Greek Herb Kalamata Olives (UPC# 810080810693)" (the "Products") that contain lead and that are manufactured, sold or distributed for sale in California by Kosterina.

1.4 Notice of Violation

On October 24, 2025, CRC served a 60-Day Notice of Violation ("the Notice") on Kosterina, the California Attorney General and the other requisite public enforcers, alleging that Kosterina and others violated Proposition 65 when they failed to warn consumers in California of the alleged exposures to lead from the Products.

To the best of the Parties' knowledge, no public enforcer has commenced and is diligently prosecuting an action to enforce the violations alleged in the Notice.

1.5 No Admission

Kosterina denies the material, factual and legal allegations in the Notice and maintains that all of the products it sold and/or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Kosterina or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers 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 Kosterina or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, licensors, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Kosterina. This Section shall not, however, diminish or otherwise affect Kosterina'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 fully executed.

2. **INJUNCTIVE RELIEF**

2.1 **Clear and Reasonable Warnings**

Beginning on the Effective Date, Kosterina shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California," or directly selling in the State of California, Products that expose a person to an exposure level of more than 0.5 micrograms of lead per serving, with serving size measured by the serving size specified on the label of the Products, unless it meets the warning requirements under Section 2.2.

As used in this Settlement Agreement, the term "Distributing into the State of California" shall mean to directly ship the Products into California for sale in California or to sell the Products to a distributor that Kosterina knows or has reason to know will sell the Products in California.

2.2 **General Warning Requirements**

Kosterina agrees that each warning shall be prominently placed with such conspicuousness, as compared with other words, statements, designs, or devices, as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which *specific* Product the warning applies, so as to minimize the risk of consumer confusion.

For the purposes of this Settlement Agreement, a clear and reasonable warning for the Products shall consist of a warning provided by a shelf tag, sign, place card, or electronic device, or affixed to the packaging, label, tag, or directly attached to each of the Products sold or distributed in California by Kosterina that contains one of the following statements:

- 1) **WARNING:** Consuming this product can expose you to 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.

Kosterina may, at its option, use the words "**CA WARNING:**" or "**CALIFORNIA WARNING:**" instead of the word "**WARNING:**".

- 2) **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

or

WARNING: Can expose you to lead, a carcinogen and reproductive toxicant. See www.P65Warnings.ca.gov/food.

Kosterina may, at its option, use the words "**CA WARNING:**" or "**CALIFORNIA WARNING:**" instead of the word "**WARNING:**".

The warning shall be offset in a box with black outline.

For internet purchases, the warning must also be provided by including either the warning or a

clearly marked hyperlink using the word "WARNING" or "CA WARNING" or "CALIFORNIA WARNING" on the Product display page or by otherwise prominently displaying the warning to the purchaser prior to completing the purchase.

For Products that Kosterina provides for a person to sell on the internet, Kosterina shall provide the person with an instruction that the person comply with the warning requirements of this section.

Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information in language(s) other than English, the warning must also be provided in the other language(s) in addition to English.

(i) Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment or other applicable legal or regulatory authority promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above, Kosterina shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Settlement Agreement. If regulations or legislation are enacted or issued providing that a Proposition 65 warning for the Products is no longer required, a lack of warning will not thereafter be a breach of this Settlement Agreement.

2.3 Grace Period for Existing Inventory of Products

The injunctive requirements of Section 2 shall not apply to Product that is already in the stream of commerce as of the Effective Date, which Product is expressly subject to the releases provided in Section 4.1.

3. MONETARY SETTLEMENT TERMS

3.1 Total Settlement Payment

In full satisfaction of all potential civil penalties, attorneys' fees, and costs arising from or relating to all claims alleged in the Notice or referred to in this Settlement Agreement, Kosterina shall make a total settlement payment of Fifteen Thousand Dollars (**\$15,000.00**) ("Total Settlement Amount"). The Total Settlement Amount shall be apportioned between a Civil Penalty and Attorney's Fees and Costs as set forth in Sections 3.2 and 3.3 below.

3.2 Civil Penalty Payment

Pursuant to Health and Safety Code§ 25249.7(b)(2), and in settlement of all claims alleged in the Notice or referred to in this Settlement Agreement, Kosterina agrees to pay One Thousand Five Hundred Dollars (**\$1,500.00**) 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 CRC. Within ten (10) days of the Effective Date, Kosterina shall issue a check to "OEHHA" in the amount of One Thousand One Hundred and Twenty-Five Dollars (**\$1,125.00**) and shall, pursuant to the instructions below, wire to CRC the amount of Three Hundred and Seventy-Five Dollars (**\$375.00**).

All payments owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered by

Kosterina directly to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

For United States Postal Delivery Service:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS 19B
Sacramento, CA 95812-4010

For Non-United States Postal Delivery Service:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street MS #19B
Sacramento, CA 95814

All penalty payments owed to CRC shall be sent via wire to:

Wire Instructions:

Account Name: Manning Law, APC
Bank Name: J.P. Morgan Chase Bank, N.A.
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902

For further benefit of: Civil Penalty Payment File No. P65-1363

3.3 Attorney Fees and Costs

The Parties reached an accord on the compensation due to CRC and its counsel under the private attorney general doctrine and principles of contract law. Kosterina agrees to pay Thirteen Thousand Five Hundred Dollars (**\$13,500.00**) to CRC and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Kosterina, and negotiating a settlement, including all attorneys' fees and costs.

The payment shall be made in two installments as follows:

The payments shall be due as follows:

- The first installment of Six Thousand Dollars (\$6,000.00) shall be due within 10 days of the Effective Date.
- The final installment of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be due within 6 months of the Effective Date.

The payments shall be sent via wire to:

Wire Instructions:

Account Name: The Law Offices of Joseph R. Manning
Bank Name: J.P. Morgan Chase Bank, N.A.
Bank Address: 2967 Michelson Dr, Ste A, Irvine, CA 92612
Wire Routing / ABA Number: 021000021
Swift Code: CHASUS33
Account Number: 579068902
For further benefit of: Attorney's Fees and Costs File No. P65-1363

3.4 Tax Documentation

Kosterina agrees to provide a completed IRS 1099 form for its payments to CRC, and CRC and Manning Law agree to provide IRS W-9 forms for each of the payees under this Settlement Agreement. The Parties acknowledge that Kosterina cannot issue any settlement payments pursuant to Section 3 above until after Kosterina receives the requisite W-9 forms from CRC's counsel. CRC and Manning Law are responsible for paying any taxes arising from their receipt of the settlement payments under this Settlement Agreement.

4. CLAIMS COVERED AND RELEASED

4.1 CRC's Release of Kosterina

CRC, acting on its own behalf and on behalf of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, licensees and licensors, hereby fully releases and discharges Kosterina and its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors (collectively, the "Kosterina Releasees") and all entities to which Kosterina Releasees directly or indirectly distribute or sell the Products, and any other distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees, (collectively with the Kosterina Releasees, the "Released Parties" and individually, a "Released Party") from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses (including attorneys' fees and costs) asserted, or that could have been asserted based on or related to the handling, use, sale, distribution or consumption of the Products in California, as to any alleged violation of Proposition 65 or its implementing regulations in relation to the Products, including without limitation any failure to provide Proposition 65 warnings on the Products with respect to exposures to lead.

4.2 Kosterina's Release of CRC

Kosterina on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all claims against CRC and its attorneys and other representatives, for any and all actions taken, or statements made by CRC and its attorneys and other representatives, whether in the course of investigating claims against it, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products other than in connection with a breach of this Settlement Agreement.

4.3 California Civil Code Section 1542

It is possible that other claims not known to the Parties arising out of the Notice or relating to the Products will develop or be discovered. CRC, on behalf of itself only, and Kosterina, on behalf of itself only, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefor. CRC and Kosterina acknowledge that the claims released in Sections 4.1 and 4.2 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.

Each Party understands and acknowledges that a risk exists that it incurred or suffered or may incur or suffer, loss or damages as a result of the matters, facts, events, occurrences, transactions, causes and things referred to in this Settlement Agreement that were unknown, unsuspected or unanticipated at the time this Settlement Agreement was executed. The Parties each assume this risk and agree that the foregoing release shall in all respects be effective and not subject to termination or rescission.

5. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to the other that: (a) the execution, delivery and performance of this Settlement Agreement (i) has been duly authorized and represents its legal, valid and binding obligation, enforceable in accordance with its terms and (ii) does not contravene any contractual obligation or restriction binding upon or affecting such Party; (b) it shall comply with all applicable laws in performing its obligations hereunder; (c) it has consulted with independent counsel of its choice, who answered to its satisfaction all questions that it had regarding this Settlement Agreement; (d) it voluntarily assents to all the terms and conditions contained herein; and (e) by signing this Settlement Agreement it is bound by the terms and conditions contained herein.

7. THIRD PARTY BENEFICIARIES

Nothing expressed or referred to in this Settlement Agreement shall be construed to give any person or entity other than the Parties hereto any legal or equitable right, remedy, or claim under or with respect to this Settlement Agreement or any provision hereof.

8. SEVERABILITY

In the event that any of the provisions of this Settlement Agreement are held by a court of competent jurisdiction to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

9. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law principles.

10. NOTICE

When any Party is entitled to receive any notice under this Settlement Agreement, the notice shall be sent by first class mail or electronic mail to the address set forth in this paragraph. Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by certified mail, return receipt requested. Said change shall take effect on the date the return receipt is signed by the Party receiving the change.

Notices shall be sent to:

For CRC

Michael J. Manning
Manning Law, APC
26100 Towne Center Drive
Foothill Ranch, CA 92610
Tel: Office (949) 200-8757 Fax: (866) 843-8309
p65@manninglawoffice.com

For Kosterina

Katerina Mountanos
Kosterina Corp
12 Papermill Road
Manhasset, NY 11030

cc:

Hillary Hughes
Foster Garvey PC
199 Water Street, Suite 901
New York, NY 10038
(212) 965-4527
hillary.hughes@foster.com

11. COUNTERPARTS: FACSIMILE SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or portable document format (PDF) signature, including DocuSign and the like, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 *et seq.*

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

CRC and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code §25249.7(f).

13. MODIFICATION

The Settlement Agreement may be modified only by the signed written agreement of the Parties.

14. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding 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. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement have been made by, or relied on by, any Party.

15. INTERPRETATION

No inference, assumption or presumption shall be drawn, and no provision of this Settlement Agreement shall be construed against any Party, based upon the fact that one of the Parties and/or their counsel prepared or drafted any portion of this Settlement Agreement. The Parties waive the provisions of California Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Settlement Agreement. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms and singular shall include the plural. The captions and headings used in this Settlement Agreement are inserted for convenience only and do not form part of this Settlement Agreement or affect the meaning or interpretation of this Settlement Agreement. As used in this Settlement Agreement, the words “include” and “including,” and variations thereof shall not be deemed to be terms of limitation but rather shall be deemed to be followed by the words “without limitation.” As used in this Settlement Agreement, the words “shall” and “will” are deemed to have the same meanings and create binding obligations on the applicable Party(-ies).

16. AUTHORIZATION


The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and their respective Parties agree to all of the terms and conditions of this Settlement Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the Effective Date.

AGREED TO:

Date: 2/25/2026

By:  4D7E7F1FE86247B...

CalSafe Research Center, Inc.

AGREED TO:

Date: 2/25/26

By:  Katerina Moustana

Kosterina Corporation