

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement is entered into on 4/8/26, (the “Effective Date”) by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and South Coast Deli, Inc., a California corporation (“South Coast Deli”), on the other hand, with EHA and South Coast Deli each individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, on August 15, 2025, EHA served South Coast Deli, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 (“Notice”), alleging that South Coast Deli had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to BPS contained in thermal receipt paper products (the “Covered Product”) allegedly utilized by South Coast Deli (the “Dispute”).

WHEREAS South Coast Deli denies any and all liability, wrongdoing, or violation of Proposition 65, denies the use of the Covered Product, and maintains that it acted at all times relevant to the Dispute in good faith and in compliance with applicable laws.

WHEREAS South Coast Deli has provided EHA and its attorneys photographic and supplier documentation demonstrating the type of thermal receipt paper used by South Coast Deli during the time period relevant to the Dispute.

WHEREAS, the Parties now desire avoid the time and expense of litigation, and to resolve the Dispute, and any and all claims which may exist between them, including but not limited to those which arise out of, are connected or related to, the loss, the transactions, occurrences, acts, omissions, or facts which are, or could have been, alleged in the Notice regarding the Covered Product.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises expressed herein, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Settlement Payment. Without admitting and expressly denying any liability whatsoever, South Coast Deli agrees to pay the sum of one thousand dollars (\$1,000.00) to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and Environmental Health Advocates, Inc. (“EHA”) as follows:

- One payment of \$750.00 to OEHHA, due thirty (30) days after the Effective Date and after receipt of fully executed copies of this Settlement Agreement and all required W-9 forms.

- One payment of \$250.00 to EHA, due thirty (30) days after the Effective Date and after receipt of fully executed copies of this Settlement Agreement and all required W-9 forms.

All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section 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

All payments owed to EHA shall be sent to:

Environmental Health Advocates
225 Broadway, Suite 1900
San Diego, CA 92101

2. Payment of Attorney Fees and Costs. South Coast Deli agrees to pay eleven thousand dollars and no cents (\$11,000.00) to EHA and its counsel for fees and costs incurred in investigating, bringing this matter to the attention of South Coast Deli, and negotiating a settlement. Payment shall be due thirty (30) days after the Effective Date and after receipt of all required tax documents. Payment shall be payable to Entorno Law, LLP as one lump sum payment in the amount of \$11,000.00.

All payments required under this Section shall be payable to Entorno Law, LLP and delivered to:

Attn: Isaac Fayman
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

3. Reformation Standard. Beginning thirty (30) days after the Effective Date, Defendant shall be permanently enjoined from purchasing for use, distributing, providing, or offering to provide thermal receipt paper in California or in any shipments to California addresses that is not BPS Free. “BPS Free” means thermal paper that contains less than 200 parts per million (“ppm”) of BPS or Bisphenol A (“BPA”) when tested for total content using a

Liquid Chromatography Mass-Spectrometer, and does not contain either BPA or BPS as an intentionally added ingredient.

4. Mutual General Release.

4.1. EHA's Release of South Coast Deli. EHA on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all rights it may have to institute or participate in, directly or indirectly, any form of legal action and hereby releases and waives all claims, causes of action, and disputes against South Coast Deli and its attorneys, and each of its respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom South Coast Deli directly or indirectly distributes or sells the Covered Product, including, but not limited to, its downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees ("Releasees"). This release includes, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under the Dispute and Proposition 65.

EHA further agrees that it will not serve any new 60-Day Notice of Violation or initiate any enforcement action against South Coast Deli or the Releasees with respect to the Covered Product for conduct occurring prior to the Effective Date.

4.2. South Coast Deli's Release of EHA. South Coast Deli, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against EHA and its attorneys and other representatives, for any and all actions taken or statements made by EHA and its attorneys and other representatives, whether in the course of investigating claims, or otherwise seeking to enforce Proposition 65 in the matter of the Dispute.

5. California Civil Code § 1542 Waiver. As final consideration for this Settlement Agreement and the obligations hereunder, and excepting the obligations, rights, and remedies contained in and arising out of this Agreement, the Parties expressly, knowingly, and intentionally waive the protections afforded by Civil Code § 1542, which provides 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.

The Parties hereto expressly acknowledge that they have separately bargained for the foregoing waiver of the provisions of section 1542 of the California Civil Code. The Parties hereto expressly agree that this release shall be given full force and effect in accordance with each and all of its express terms and provisions.

6. No Admission. This Settlement Agreement shall not be deemed an admission by any Party of any claims or allegations made against any other party hereto, or of any unlawful conduct, liability, wrongdoing, or breach of duty of either party. The execution of this Settlement Agreement by the Parties is an agreement of compromise and settlement and no rights shall inure to any third party from the obligations, representations and agreements of the Parties made herein.

7. Entire Agreement. The Parties, declare, warrant and represent that no promise, statement, representation, inducement or agreement not herein expressed is relied upon or made the basis for entering into this Agreement or agreeing to any of the terms hereof, and that this Agreement supersedes all prior discussions, agreements, understandings, representations, conditions, warranties, covenants and all other communications between them on or relating to said subject matter.

8. Severability. If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is held by a court to be unenforceable, the validity of the remaining 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.

10. Enforcement. In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Prior to filing an action to enforce this Settlement Agreement, the Parties shall meet and confer in good faith for not less than fifteen (15) days. South Coast Deli shall have thirty (30) days' written notice and an opportunity to cure any alleged breach before any enforcement action may be filed by EHA.

11. No Ongoing Monitoring. Nothing in this Settlement Agreement shall be construed to grant EHA any right of inspection, audit, testing, monitoring, or access to South Coast Deli's facilities, records, or suppliers.

12. No Assignment. EHA may not assign or transfer any rights under this Settlement Agreement without the prior written consent of South Coast Deli.

13. Notice. Unless specified herein, all correspondence and notice required to be provided pursuant to this Settlement Agreement shall be in writing and sent by: (a) personal delivery; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For South Coast Deli:

The Law Office of Matthew Olufs
c/o Matt Olufs
1114 State Street, Suite 313
Santa Barbara, CA. 93101
molufs@compassfirst.com

For EHA:

Noam Glick
Entorno Law, LLP
225 Broadway, Suite 1900
San Diego, CA 92101

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

14. Counterparts; Facsimile Signatures. This Settlement Agreement may be executed in counterparts and by facsimile or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

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

16. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be effective as of the Effective Date stated above.

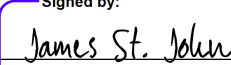
AGREED TO:

AGREED TO:

Date: 4/8/26

Date: 4/6/2026

By: 
ENVIRONMENTAL HEALTH ADVOCATES, INC.

Signed by:
By: 
SOUTH COAST DELI, INC.