

## **SETTLEMENT AND RELEASE AGREEMENT**

### **1. INTRODUCTION**

#### **1.1. Clean Product Advocates, LLC, Goya Foods, Inc., and Goya Foods of California, Inc.**

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

#### **1.2. General Allegations**

CPA alleges that Goya manufactured and distributed and offered for sale in the State of California "Latin Style Bread Crumbs" 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 Latin Style Bread Crumbs that Goya has manufactured, imported, sold, offered for sale or distributed in California. All such items shall be referred to herein as the "Products."

#### **1.4. Notice of Violation**

On 12/15/2025 CPA served Goya Foods, Inc.; Goya Foods of California, Inc.; Vallarta Food Enterprises, 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 titled "60-Day Notice of Intent to Sue" ("Notice") that provided Goya and such public enforcers with notice that Goya was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products exposed users in California to Lead. 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 Goya's compliance with Proposition 65. Goya denies the material factual and legal allegations contained in CPA's Notice and maintains that the 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 Goya 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 Goya of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by Goya on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Goya 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 the Effective Date, Goya, at its sole discretion, agrees to either (a) cease selling, offering for sale or distributing the Products in California, (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 Products pursuant to Section 2.2 below.

#### **2.1. Reformulation Standards**

The 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 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 Product shall be calculated using the following formula: micrograms of Lead per gram of product, multiplied by grams of product per serving of the product, which equals micrograms of Lead exposure per eating occasion. If after the Effective Date a California Court holds that it is required or allowed under Proposition 65 to calculate food-based exposures using a different frequency than specified in Section 2.1 (e.g., other than a single recommended serving size per day), upon demand from Goya, CPA shall stipulate to modify this Settlement Agreement to use the Court-approved frequency for purposes of Section 2.1. 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

Products that were supplied or contracted to be supplied to third parties by Goya prior to 6 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.

#### **2.2. Warning Option**

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 Products that are manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Goya in the State of California. No

Proposition 65 warning shall be required for any Products that are supplied or contracted to be supplied to third parties by Goya prior to 6 months after the Effective Date, and all such Products are hereby deemed to be exempt from Proposition 65 enforcement.

### 2.3. Warning Language

2.3.1. A clear and reasonable exposure Proposition 65 Warning must be provided for 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](http://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](http://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](http://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 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.

2.3.2. Print Warning. Standard Warning or Short-Form Warning provided pursuant to

Section 2.3 in print form must:

- a. contain the word **“WARNING”** [or] **“CA WARNING”** [or] **“CALIFORNIA WARNING”** in all capital letters, in bold font, followed by a colon;
- b. be affixed to or printed on the Products’ label, or on a placard, shelf tag, sign or electronic device;
- c. 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;
- d. be set off from other surrounding information;
- e. be enclosed in a box with a black, bold border.

2.3.3. Online/Internet Warning. If Goya Foods Inc. directly sell(s) Products via internet websites that Goya owns, operates, or controls to customers located in California, a warning meets the requirements of this subarticle if it complies with the content requirements of Section 25603 and the warning must also be provided using one or more of the following methods:

- (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.

2.3.4. 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(c) with content compliant with Section 25603(b).

2.3.5 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. Goya shall pay the total Settlement amount of Eleven Thousand Five Hundred Dollars (\$11,500) (The “Settlement Amount”) as set forth below.

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

Five Hundred Dollars of the Settlement Amount shall be considered a “civil penalty” pursuant to California Health and Safety Code. Goya shall issue two separate checks within ten (10) days of the Effective Date for a total amount of Five Hundred Dollars (\$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 Hazard Assessment (“OEHHA”) in the amount of Three Hundred Seventy-Five Dollars (\$375), representing 75% of the total civil penalty; and

3.1 (b) One check payable to “Clean Product Advocates, LLC” in the amount of One Hundred Twenty-Five Dollars (\$125), representing 25% of the total civil penalty.

### **3.2 Attorney’s Fees and Costs:**

Eleven Thousand Dollars (\$11,000) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC within fifteen (15) 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 Goya’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 #2025-05045”) 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 3.2, 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 OEHHHA, 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 OEHHHA.

#### **5. RELEASE OF ALL CLAIMS**

##### **5.1. Release of Goya Foods, Inc., Goya Foods of California, Inc., 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, "Releasors"), 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) Goya Foods, Inc. (b) Goya Foods of California, Inc., (c) each of Goya Foods, Inc. and Goya Foods of California, Inc.'s downstream distributors in the stream of commerce (including but not limited to Vallarta Food Enterprises, Inc., and any other upstream or downstream entities in the distribution chain for the 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, (d) Goya Foods, Inc. and Goya Foods of California, Inc.'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 (e) 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 (d), 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 Goya Foods, Inc., Goya Foods of California, Inc., and the Releasees.

## **5.2 Goya's Release of CPA**

Goya, 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 § 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. CPA on behalf of itself only, on one hand, and Goya, 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 Goya 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 Goya shall have no further obligations pursuant to this Settlement Agreement. . In the event the California Office of Health Hazard Assessment adopts a regulation or safe use determination, or issues an interpretive guideline that exempts 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 Products or products substantially similar to Products, then Goya may seek relief from the injunctive obligations imposed by this Settlement Agreement to the extent any Products are so affected by modifying the agreement via the mechanisms set forth in Section 10.

## **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 Goya Foods Inc. and Goya Foods of California, Inc.:**

Thomas V. Wynsma  
Shook, Hardy & Bacon LLP  
5 Park Plaza, Suite 1600  
Irvine, CA 92614

**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:

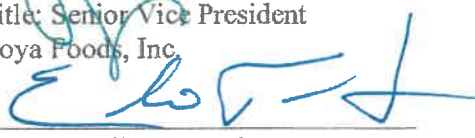
Date: July20, 2026



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Name: Joseph Perez  
Title: Senior Vice President  
Goya Foods, Inc.

Date: July20, 2026

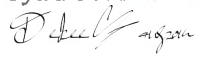


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Name: Evelio Fernandez  
Title: Vice President  
Goya Foods of California, Inc.

Date: July \_\_, 2026

7/21/2026



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