

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Environmental Health Advocates, Inc. (“EHA”), on the one hand, and Mixed Nuts, Inc. (“Mixed Nuts”), on the other hand, with EHA and Mixed Nuts each individually referred to as a “Party” and collectively as the “Parties.” EHA is a corporation in the State of California serving in the interest of the general public by seeking to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. EHA alleges that Mixed Nuts is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* (“Proposition 65”).

1.2 General Allegations

EHA alleges that Mixed Nuts manufactures, sells, and/or distributes for sale in California, sunflower seed kernels products that contain cadmium and that it does so without first providing the health hazard warning required by Proposition 65. Cadmium is listed pursuant to Proposition 65 as a chemical known to cause reproductive toxicity.

1.3 Product Description

The products covered by this Settlement Agreement are defined as, and expressly limited to First Street Sunflower Seed Kernels Roasted with Sea Salt (“Covered Products”), that are manufactured, sold and/or distributed for sale in California by Mixed Nuts.

1.4 Notice of Violation

On or around March 7, 2025, EHA served Smart & Final Stores LLC, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65. This Notice was subsequently amended on February 13, 2026, to name Mixed Nuts, Inc. as the manufacturer, and name Fred Duran as a new responsible individual within EHA (“Notices”). The Notices alleged that Mixed Nuts had violated Proposition 65 by

failing to sufficiently warn consumers in California of the health hazards associated with exposures to cadmium contained in Covered Products.

To the best of the parties' knowledge, no public enforcer has commenced or is otherwise prosecuting an action to enforce the violations alleged in the Notices.

1.5 No Admission

Mixed Nuts denies the material, factual, and legal allegations in the Notices and maintains that all of the products it sold and/or distributed for sale in California, including Covered Products, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Mixed Nuts 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 Mixed Nuts of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Mixed Nuts. This Section shall not, however, diminish or otherwise affect Mixed Nuts' 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 executed by the Parties.

1.7 Compliance Date

For purposes of this Settlement, the term "Compliance Date" means 30 days from the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Cessation of Sales into California

Commencing on the Effective Date, and continuing thereafter, Mixed Nuts shall not sell in California, or distribute for sale in California, the Covered Products unless accompanied by warnings as set forth in Section 2.2 below. As used in Section 2.1, "distribute for sale in California" means to directly ship the Covered Products into California or sell Covered Products to a distributor Mixed Nuts knows will sell the Covered Products in California. Mixed Nuts may

comply with the terms of this Settlement Agreement by ceasing sales of Covered Products in California in lieu of applying warnings.

2.2 Grace Period for Existing Inventory of Covered Products

The injunctive requirements of Section 2.1 shall not apply to Covered Products that are already in the stream of commerce as of the Effective Date, which Covered Products are expressly subject to the releases provided in Section 4.1. For the avoidance of doubt, Covered Products in the stream of commerce specifically include, but are not limited to, Covered Products in the process of manufacture.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notices or referred to in this Settlement Agreement, Mixed Nuts agrees to pay two thousand dollars (\$2,000.00) 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 EHA. Mixed Nuts shall issue two separate checks for the initial civil penalty payment to (a) “OEHHA” and (b) Environmental Health Advocates, Inc. as follows:

- One payment of \$1,500.00 to OEHHA, due fourteen (14) days after the Effective Date.
- One payment of \$500.00 to EHA, due fourteen (14) days after the Effective Date.

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 penalty payments owed to EHA shall be sent to:

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

3.2 Attorney Fees and Costs

The Parties reached an accord on the compensation due to EHA and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, Mixed Nuts agrees to pay eighteen thousand dollars (\$18,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Mixed Nuts, and negotiating a settlement. The eighteen thousand (\$18,000.00) shall be payable to Entorno Law, LLP according to the following payment plan:

- One payment of \$1,500, due on or before May 1, 2026.
- One payment of \$1,500, due on or before June 1, 2026.
- One payment of \$1,500, due on or before July 1, 2026.
- One payment of \$1,500, due on or before August 3, 2026.
- One payment of \$1,500, due on or before September 1, 2026.
- One payment of \$1,500, due on or before October 1, 2026.
- One payment of \$1,500, due on or before November 2, 2026.
- One payment of \$1,500, due on or before December 1, 2026.
- One payment of \$1,500, due on or before January 4, 2027.
- One payment of \$1,500, due on or before February 1, 2027.
- One payment of \$1,500, due on or before March 1, 2027.

- One payment of \$1,500, due on or before April 1, 2027.

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

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

3.3 Tax Documentation

Mixed Nuts agrees to provide a completed IRS 1099 for its payments to, and EHA agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement . The Parties acknowledge that Mixed Nuts cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Mixed Nuts receives the requisite W-9 forms from EHA's counsel.

3.4 Maximum Monetary Obligation

The Parties agree that Mixed Nuts' maximum monetary obligation under the Settlement Agreement shall not exceed \$20,000.00.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Mixed Nuts

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Mixed Nuts for all claims that can or could have been asserted by EHA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, against Mixed Nuts 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 Mixed Nuts directly or indirectly distributes or sells the Covered Products, including, but not limited to, Smart & Final Stores, LLC, its downstream distributors, wholesalers, customers, retailers (including but not limited to Mixed Nuts), franchisees, cooperative members and licensees ("Releasees"), based on the failure to warn about exposures to cadmium required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California by Mixed Nuts before the Effective Date, as alleged in the Notices, or for any other reason.

In further consideration of the promises and agreements herein contained, 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 releases all claims against Mixed Nuts and Releasees including, 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 Proposition 65 with respect to the alleged or actual failure to warn about exposures to cadmium required under Proposition 65 in the Covered Products manufactured, distributed, sold or offered for sale by Mixed Nuts, before the Effective Date.

4.2 Mixed Nuts' Release of EHA

Mixed Nuts, 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, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Covered Products.

4.3 California Civil Code Section 1542

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notices and relating to the Covered Products will develop or be discovered. EHA on behalf of itself only, on one hand, and Mixed Nuts on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 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.

EHA and Mixed Nuts each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is Mixed Nuts' understanding that the commitments it has agreed to herein, and actions to be taken by Mixed Nuts under this Settlement Agreement confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of Mixed Nuts that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to Mixed Nuts' alleged failure to provide a warning concerning actual or alleged exposure to cadmium prior to use of the Covered Products it has manufactured, distributed, sold, or offered for sale in California, or will manufacture, distribute, sell, or offer for sale in California, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in

this Settlement Agreement, provided that Mixed Nuts is in material compliance with this Settlement Agreement.

6. 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.

7. 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.

8. ENFORCEMENT

In any action to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

9. 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 Mixed Nuts:

Valter Malkhasyan, Esq.
Malk & Pogo Law Group, LLP
5320 Laurel Canyon Blvd.
Valley Village, CA 91607
valter@malkpogolaw.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.

10. 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.

11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

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

12. MODIFICATION

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

13. 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.

14. CONFIDENTIALITY

The Notices, EHA's allegations, and this Agreement shall be treated by the Parties as confidential and the Parties shall not disclose any term without the written consent of the other Party. However, the Parties may disclose the terms of the Agreement to their accountants, attorneys and other third-party professionals on a need-to-know basis if such third parties agree to maintain the confidentiality of the Agreement. If the Agreement or its terms are subject to a discovery request in a lawsuit or demand in a government investigation, the Party to whom the request is made shall give written notice to the other Party in sufficient time to allow the other Party to reasonably protect its interests.

15. NON-DISPARAGEMENT

EHA and its counsel agree that they will not publicly disparage or discuss the Covered Products and Mixed Nuts. EHA specifically agrees not to discuss, post or comment about the settlement, Releasees, or the Covered Products on any social media site.

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16. NON-ASSISTANCE WITH ANY CLAIM OR LITIGATION AGAINST MIXED NUTS

EHA and its counsel represents and warrant that: (1) they have not been retained or consulted by any other person to undertake any representation against Mixed Nuts; (2) they have not encouraged or provided assistance to any other person or entity to bring a claim against Mixed Nuts; (3) they have not disclosed or discussed and will not disclose or discuss the existence of this action, the subject matter of it, or the claims made in it to any other person or entity (including but not limited to any other law firm, attorney, potential claimant or class member), unless ordered to do so by a court of competent jurisdiction; (4) they are not aware of, nor have they been informed of, any other person or entity who may have, has any interest in, is contemplating or intends to file, any of the claims or any similar action making similar claims against Mixed Nuts. Nothing herein will be construed in any way that would cause the attorneys involved in this Agreement to violate any rule of professional conduct. To the extent any obligation set forth above on any attorney would violate such a rule, that obligation (but only that obligation) shall be of no force or effect.

SIGNATURE PAGE TO FOLLOW

AGREED TO:

Date: 4/28/26

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

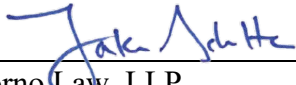
AGREED TO:

Date: 04 / 27 / 2026

By: *Vahik Hartounian*
MIXED NUTS, INC.

**AGREED TO ONLY FORM AND
SUBSTANCE OF SECTION 15 & 16:**

Date: 4/28/26

By: 
Entorno Law, LLP