

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement is entered into by and between Armen Minassian ("Minassian"), on the one hand, and Bossa Nova Galleria Gourmet, Inc. ("BNGGI") on the other hand, with Minassian and BNGGI each individually referred to as a "Party" and collectively as the "Parties."

1.2 General Allegations

Minassian alleges that BNGGI uses, provides, and/or distributes to customers at its California retail location(s) thermal receipt paper (receipts) that expose consumers to Bisphenol A (BPA) without a warning as required by Health and Safety Code §§ 25249.5 *et seq.* ("Proposition 65"). BPA is listed pursuant to Proposition 65 as a chemical known to cause birth defects or other reproductive harm. BNGGI denies these allegations.

1.3 Product Descriptions

The product covered by this Settlement Agreement is defined as, and expressly limited to, thermal receipt paper (i.e., receipts) used, provided, or otherwise distributed to customers at any of BNGGI's retail locations in California (the "Covered Product").

1.4 Notice of Violation

On February 13, 2026, Minassian served a 60-Day Notice of Violation ("the Notice") on BNGGI, the California Attorney General and the other requisite public enforcers, alleging that BNGGI violated Proposition 65 when it failed to warn consumers in California of the alleged exposures to Bisphenol A (BPA) from the Covered Product.

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

BNGGI denies the material, factual and legal allegations in the Notice and maintains that all of the products and practices associated with its California operations, including the Covered Product, have been, and are, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by BNGGI or any of its officers, directors, shareholders, managers, employees, agents, parent companies, subsidiaries, divisions, affiliates, successors, assigns, 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 BNGGI or any of its officers, directors, shareholders, managers, employees, agents, parent companies, subsidiaries, divisions, affiliates, successors, assigns, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by BNGGI. This Section shall not, however, diminish or otherwise affect BNGGI'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 Reformulation Standard

Beginning thirty (30) days after the Effective Date, BNGGI shall not purchase, use, distribute, provide, or otherwise make available to customers in California any thermal receipt paper unless such thermal receipt paper is BPA-free. For purposes of this Settlement Agreement, "BPA-free" means that Bisphenol A ("BPA") is not intentionally added to the thermal receipt paper and is not detected above the laboratory reporting limit when tested using gas chromatography-mass spectrometry, liquid chromatography-mass spectrometry, or another scientifically valid and equivalent analytical method.

2.2 Grace Period for Existing Inventory of Products

The injunctive requirements of Section 2.1 shall not apply to Covered Product that is already in the stream of commerce as of the Effective Date, which Covered 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, costs, monitoring fees, enforcement fees, and any other amounts sought by Minassian arising from the February 13, 2026 Notice, BNGGI shall make a total settlement payment of Nine Thousand Five Hundred Dollars (**\$9,500.00**) ("Total Settlement Amount"). The Total Settlement Amount shall be apportioned into 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, BNGGI agrees to pay Nine Hundred and Fifty Dollars (**\$950.00**) 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 Minassian. Within ten (10) days of the Effective Date, BNGGI shall issue a check to "OEHHA" in the amount of Seven Hundred Twelve Dollars and Fifty Cents (**\$712.50**) and shall, pursuant to the instructions below, wire to Minassian the amount of Two Hundred Thirty-Seven Dollars and Fifty Cents (**\$237.50**).

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 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 Minassian 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 – P65B-102.001

3.3 Attorney Fees and Costs

The Parties reached an accord on the compensation due to Minassian and his counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, within ten (10) days of the Effective Date, BNGGI agrees to pay Eight Thousand Five Hundred and Fifty Dollars (\$8,550.00) to Minassian and his counsel for all fees and costs incurred in investigating, bringing this matter to the attention of BNGGI, and negotiating a settlement.

The payment 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: Attorney's Fees and Costs – P65B-102.001

3.4 Tax Documentation

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

4. CLAIMS COVERED AND RELEASED

4.1 Minassian's Release of BNGGI

Minassian, acting on his own behalf and not on behalf of the public, fully releases and discharges Bossa Nova Galleria Gourmet, Inc. ("BNGGI"), Bossa Nova, Inc., any affiliated entities under common ownership or control with either BNGGI or Bossa Nova, Inc., and each of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, successors and assigns (the "BNGGI Releasees") and all entities to which the BNGGI Releasees directly or indirectly distribute or sell the Covered Product, and any other distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees (collectively, the "Released Parties" and individually, a "Released Party"). Minassian, on behalf of himself only, hereby fully releases and discharges the Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted based on or related to the handling, use, distribution, or provision of the Covered Product in California, as to any alleged violation of Proposition 65 or its implementing regulations in relation to the Covered Product, including, without limitation, any failure to provide Proposition 65 warnings regarding the Covered Product with respect to exposures to Bisphenol A (BPA).

4.2 BNGGI's Release of Minassian

BNGGI, on behalf of its past and current agents, representatives, attorneys, successors and assignees hereby waives any and all claims against Minassian and his attorneys and other representatives, for any and all actions taken, or statements made by Minassian and his 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 Product.

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 Covered Product, will develop or be discovered. Minassian on behalf of himself only, and BNGGI 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 related rights of action. Minassian and BNGGI 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.

5. 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.

6. 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.

7. 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 Minassian

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 BNGGI

8. 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. 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.*

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

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

10. MODIFICATION

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

11. 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, any Party.

12. 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 Civil Code § 1654. It is conclusively presumed that the Parties participated equally in the drafting of this Settlement Agreement.

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.

AGREED TO:

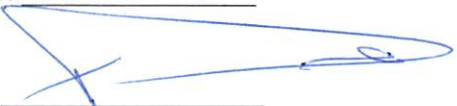
Date: 6/18/2026

Signed by:
By: *Armen Minassian*
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Armen Minassian

AGREED TO:

Date: 6-18-26

By: 

Bossa Nova Galleria Gourmet, Inc.