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 Artemiana International, Inc. ("Artemiana"), on the other hand, with EHA and Artemiana 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 Artemiana 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 Artemiana manufactures, sells, and/or distributes for sale in California, crab meat products that contain cadmium without first providing users of the product with a clear and reasonable warning as required by Proposition 65. Cadmium is listed pursuant to Proposition 65 as a chemical known to the State of California to cause reproductive toxicity. Artemiana denies all allegations asserted by EHA.

1.3 Product Description

The products covered by this Settlement Agreement are defined as, and expressly limited to crab meat, including but not limited to Chef's Choice Canned Crab Meat ("Covered Products"), that are manufactured, sold and/or distributed for sale in the State of California by Artemiana and/or Releasees, as they are defined herein.

1.4 Notice of Violation

On or around April 17, 2026, EHA issued to Artemiana, the California Attorney General, and certain other public enforcement agencies a 60-Day Notice of Violation of Proposition 65 ("Notice"). The Notice provided Artemiana, and such others, including public enforcers, with

notice of allegations that Artemiana violated Proposition 65 by failing to sufficiently warn consumers in California concerning potential exposure to cadmium from the Covered Products. This Notice was subsequently amended on April 24, 2026, to remove Chef's Choice as a named manufacturer, and name Artemiana International, Inc. as the manufacturer.

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 Notice.

1.5 No Admission

Artemiana 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 the State of California, including Covered Products, have been, and are, in compliance with all laws. Artemiana maintains that it has not knowingly distributed, imported, manufactured, sold, or caused to be distributed, imported, manufactured, or sold the Covered Products in the State of California in violation of Proposition 65. Nothing in this Settlement Agreement shall be construed as an admission by Artemiana or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licenses, customers, suppliers, distributors, wholesalers, marketplace hosts, or retailers of any fact, finding, conclusion, issue of law or violation of law; and compliance with this Settlement Agreement shall not constitute or be construed as an admission by Artemiana or any of its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers, suppliers, distributors, wholesalers, marketplace hosts, or retailers of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Artemiana. This Section shall not, however, diminish or otherwise affect Artemiana'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 by the Parties.

1.7 Compliance Date

For purposes of this Settlement, the term "Compliance Date" shall mean ninety days (90) after the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standard

Beginning on the Compliance Date, Artemiana shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered Products that expose a person to a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of Cadmium based on a single serving per day unless such Covered Products comply with the warning requirements of Section 2.2. The "Daily Cadmium Exposure Level" shall be calculated by multiplying the recommended serving size in Covered Product by the concentration of Cadmium in Covered Products. As used in this Section 2, "distributes for sale in CA" means to directly ship Covered Products into California or to sell Covered Products to a distributor Artemiana knows will sell Covered Products in California. Nothing in Section 2 of this Settlement Agreement is intended by either Party to set a precedent for the level of cadmium or other chemicals that are permissible in the Covered Products or any consumer products under Proposition 65.

2.2 General Warning Requirements

Commencing on the Compliance Date, Covered Products that Artemiana direcly manufactures, imports, sells, offers for sale, or "distributes for sale in California" that are not reformulated pursuant to paragraph 2.1 shall display a Proposition 65 warning, within the meaning of Title 27, California Code of Regulations ("CCR"), Section 25249.6, as it may be amended from time to time. Artemiana 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 Covered Products the warning applies, so as to minimize the risk of

consumer confusion.

For purposes of this Settlement Agreement, and except as otherwise set forth herein, a clear and reasonable warning for the Covered Products shall consist of a warning affixed to the packaging, label, tag, directly to each Covered Products sold in California by Artemiana, or on a placard, shelf tag, sign or electronic device or automatic process that contains one of the following statements:

	WARNING: [or] **CA WARNING:** [or] **CALIFORNIA WARNING:** Consuming this product can expose you chemicals including cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.
	OR
SHORT FORM	**WARNING:** [or] **CA WARNING:** [or] **CALIFORNIA WARNING**: Risk of reproductive harm from exposure to cadmium. See www.P65Warnings.ca.gov/food.
	OR
SHORT FORM	**WARNING:** [or] **CA WARNING:** [or] **CALIFORNIA WARNING**: Can expose you to cadmium, a reproductive toxicant. See www.P65Warnings.ca.gov/food.
	OR
SHORT FORM ON A PRODUCT MANUFACTURED/ LABELED PRIOR TO 1/1/28, REGARDLESS OF DATE OF SALE	**WARNING**: Reproductive Harm – www.P65Warnings.ca.gov/food.

Pursuant to CCR Section 25607.1, where the warning is provided on the food product label, it must be set off from other surrounding information and enclosed in a box. Where a specific food product sign, label, placard, or shelf tag is used to provide a warning, it must 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 prior to sale. In no case shall a warning statement appear in a type size smaller than 6-point type. 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.

As set forth in CCR Section 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of CCR Section 25603 must be provided via of the following methods: (1) A warning on the product display page; (2) 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 (3) An otherwise prominently displayed warning provided to the purchaser prior to completing the purchase. If a warning is provided using the short-form label content pursuant to CCR Section 25602(a)(4), the warning provided on the website may use the same content. For purposes of this section, a warning is not prominently displayed if the purchaser must search for it in the general content of the website. For internet purchases made prior to January 1, 2028, a retail seller is not responsible under CCR 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 CCR Section 25600.2(b) and (c) which updates a short-form warning compliant with CCR Section 25603(c) with content compliant with CCR Section 25603(b). These requirements extend to any websites under the exclusive control of Artemiana where Covered Products are sold into California. In addition, Artemiana shall instruct any third-party website to which it directly sells its Covered Products to include the same online warning, as set forth above, as a condition of selling the Covered Products in California.

There shall be no obligation for Artemiana to provide a warning for Covered Products that entered the stream of commerce prior to the Compliance Date, and the Section 4 release applies to all such Covered Products.

If EHA alleges that any Products fail to adhere to this Settlement Agreement, then EHA shall inform Artemiana of its claim, including information sufficient to permit Artemiana to identify the Products at issue and investigate. Artemiana shall, within thirty (30) days following such written notice, provide EHA with information demonstrating Artemiana's compliance with the Settlement Agreement, or proof that omission of the warning was due to the Products being manufactured or in the process of manufacture, packaged, distributed, shipped or sold prior to the Compliance Date. The Parties shall first attempt to resolve the matter prior to EHA taking any further legal action.

The Parties agree that Artemiana shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2 of this Settlement Agreement or by complying with warning regulations adopted by the State of California's Office of Environmental Health Hazard Assessment applicable to the Products and the exposure at issue, as the regulations may be amended from time to time.

(i) Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Covered Products and the chemical at issue, which are different than those set forth above, Artemiana and Releasees shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to cadmium in this product are no longer required, a lack of warning by Artemiana will not thereafter be a breach of this Agreement.

2.3 Grace Period for Existing Inventory of Covered Products

The injunctive requirements of Section 2 shall not apply to Covered Products that are already in the stream of commerce as of the Compliance 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 Notice or referred to in this Settlement Agreement, Artemiana 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. Artemiana 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, Artemiana agrees to pay twenty thousand dollars ($20,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Artemiana, and negotiating a settlement. The twenty thousand dollars ($20,000.00) is due fourteen (14) days after the Effective Date.

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

Artemiana 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 Artemiana cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after Artemiana receives the requisite W-9 forms from EHA's counsel.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Artemiana

This Settlement Agreement is a full, final, and binding resolution of all claims between

EHA, on its own behalf, and Artemiana for all claims that can or could have been asserted by EHA, on its own behalf, or on behalf of its past and current agents, representatives, attorneys, successors, officers, directors, shareholders, employees, agents, parent companies, subsidiaries affiliates, divisions, and/or assigns (collectively "Releasors") for failure to provide warnings for alleged exposures to cadmium from use of the Covered Products, and Releasors hereby release any such claims against Artemiana and each of its respective parents, subsidiaries, affiliated entities under common ownership, shareholders, licensors, divisions, directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom Artemiana directly or indirectly distributes or sells the Covered Products, including, but not limited to, its downstream distributors, wholesalers, co-manufacturers, marketplace hosts, customers, packagers, retailers (including but not limited to Grocery Outlet, Inc.), franchisees, cooperative members and licensees (collectively "Releasees"), from all claims for violations of Proposition 65 before the Compliance Date based on exposure to cadmium from use of the Covered Products.

In further consideration of the promises and agreements herein contained, EHA on its own behalf, and on behalf of Releasors, 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 Artemiana 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 Artemiana, before the Compliance Date.

4.2 Artemiana's Release of EHA

Artemiana, 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 Notice and relating to the Covered Products will develop or be discovered. EHA on behalf of itself only, on one hand, and Artemiana 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 Artemiana each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is the Parties' understanding that the commitments it has agreed to herein, and actions to be taken by Artemiana 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 the Parties 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 Artemiana's 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.

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 Artemiana:

Jennifer K. Singh
Amin Wasserman Gurnani
515 South Flower Street, 18th Floor
Los Angeles, CA 90071
jsingh@awglaw.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.

AGREED TO:	**AGREED TO:**
Date: 10/16/2026	Date: October 8, 2026
By: _____	By: _____
ENVIRONMENTAL HEALTH ADVOCATES, INC.	ARTEMIANA INTERNATIONAL, INC.