

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 Jyoti Natural Foods (“Jyoti”), on the other hand, with EHA and Jyoti 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 Jyoti 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 Jyoti manufactures, sells, and/or distributes for sale in California, delhi saag 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 Jyoti Natural Foods Delhi Saag (“Covered Products”), that are manufactured, sold and/or distributed for sale in California by Jyoti.

1.4 Notice of Violation

On or around March 21, 2025, EHA served Organic Roots Temecula, Gourmail Inc., 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 June 5, 2026, to include Jyoti Natural Foods as a manufacturer (“Notices”). The Notices alleged that Jyoti 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

Jyoti 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 Jyoti 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 Jyoti of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Jyoti. This Section shall not, however, diminish or otherwise affect Jyoti'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 last executed by both Parties.

2. INJUNCTIVE RELIEF

2.1 Cessation of Sales into California

Commencing 60 days after the Effective Date (the "Compliance Date"), and continuing thereafter, Jyoti shall not sell into 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 Jyoti knows will sell the Covered Products in California. Jyoti may comply with the terms of this Settlement Agreement by ceasing sales of Covered Products in California.

2.2 General Warning Requirements

Commencing on the Compliance Date, Jyoti agrees any Covered Product sold or distributed for sale into California shall contain a Proposition 65 warning. Jyoti 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. A warning provided with the content and by a method of transmission specified in Title 27, California Code of Regulations, sections 25600 *et seq.* shall be deemed to satisfy this Section 2.2.

For purposes of this Settlement Agreement, 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 Jyoti, or on a placard, shelf tag, sign or electronic device or automatic process that contains one of the following statements:

1) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”**: Consuming this product can expose you to cadmium, which is 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

2) **“WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”** Risk of reproductive harm from exposure to cadmium. See www.P65Warnings.ca.gov/food.

OR

SHORT FORM

3) **“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**

4) WARNING: Reproductive Harm – <u>www.P65Warnings.ca.gov/food</u>.

Pursuant to 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 Cal. Code Regs. Tit. 27, § 25602(b), to the extent Covered Products are sold online, a warning that complies with the content requirements of Cal. Code Regs Tit. 27, § 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 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 1/1/28, 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). These requirements extend to any websites under the exclusive control of Jyoti where Covered Products are sold into California. In addition, Jyoti 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. Jyoti shall satisfy the foregoing obligation by providing written notice in accordance with Title 27, California Code of Regulations, section 25600.2(b) and (c), and shall not be deemed in breach of this Settlement Agreement by reason of any third party's failure to post or display a warning after receiving that notice.

There shall be no obligation for Jyoti 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.

(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, Jyoti 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 the Covered Products are no longer required, a lack of warning by Jyoti will not thereafter be a breach of this Agreement. Jyoti shall be deemed to be in compliance with this Section 2 by either adhering to its terms or by complying with the warning regulations adopted by OEHHA applicable to the Covered Products and the exposure at issue.

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.

2.4 Deemed Compliance

The Parties agree that compliance by Jyoti with this Settlement Agreement constitutes compliance by Jyoti with Proposition 65 with respect to exposure to cadmium from the Covered Products. So long as Jyoti is in material compliance with this Settlement Agreement, EHA shall not serve any further notice of violation under Health and Safety Code § 25249.7(d), or commence or support any action, against Jyoti or any Releasees (defined below) concerning exposure to cadmium from the Covered Products.

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, Jyoti 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. Jyoti shall issue two separate checks for the 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, Jyoti 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 Jyoti, and negotiating a settlement. The twenty thousand dollars (\$20,000.00) is due fourteen (14) days after the Effective Date. The foregoing payment constitutes full and final compensation for all attorneys' fees, expert fees, investigation fees, and costs incurred by EHA and its counsel through the Effective Date in connection with the Notices and the Covered Products, and neither EHA nor its counsel shall seek any further payment from Jyoti or any Releasees (defined in paragraph 4.1) in connection with the same. Payment to Entorno Law, LLP fully discharges Jyoti's obligations under this Section to both EHA and its counsel.

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

EHA agrees to provide IRS W-9 forms for, each of the payees under this Settlement Agreement. The Parties acknowledge that Jyoti cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until after the Effective Date and Jyoti receives the requisite W-9 forms from EHA's counsel, whichever is later.

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Jyoti

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf, and Jyoti 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 Jyoti and each of its respective parents, subsidiaries, affiliated entities under common ownership, affiliates, predecessors, successors and assigns, shareholders, insurers, agents, directors, officers, members, employees, attorneys, and any entity, including, but not limited to each entity to whom Jyoti directly or indirectly distributes or sells the Covered Products, including, but not limited to, its upstream suppliers, downstream distributors, wholesalers, customers, retailers, online marketplaces, franchisees, cooperative members and licensees (including but not limited to Gourmail Inc., Organic Roots Temecula, Inc.) ("Releasees"), based on any alleged violation of Proposition 65 or any other statutory or common law theory arising out of the same facts, in each case relating to exposure to cadmium in the Covered Products manufactured, sold or distributed for sale in California by Jyoti before the Compliance 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 Jyoti 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 relating to any alleged violation of Proposition 65, or any other statutory or common law theory arising out of the same facts, in each case relating to exposure to cadmium in the Covered Products manufactured, distributed, sold or offered for sale by Jyoti before the Compliance Date.

4.2 Jyoti's Release of EHA

Jyoti, 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 Jyoti 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 Compliance 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 Jyoti each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. PUBLIC BENEFIT

It is Jyoti's understanding that the commitments it has agreed to herein, and actions to be taken by Jyoti 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 Jyoti 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 Jyoti'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, provided that Jyoti is in material compliance with this Settlement Agreement.

6. WARRANTY REGARDING OTHER POTENTIAL PLAINTIFFS

EHA represents and warrants that it is not currently aware of any other person or entity that intends to serve a notice of violation, make a demand, or bring litigation against Jyoti or any Releasee concerning the Covered Products, and that it has not been notified or otherwise informed of any such intention or of the consideration of any such intention. EHA further represents and warrants that it has not assigned, and will not assign, to any person or entity any claim released under Section 4 of this Settlement Agreement.

7. 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.

8. 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.

9. 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. Before initiating any action to enforce this Settlement Agreement, the Party alleging a breach shall provide the other Party with written notice describing the alleged breach with reasonable particularity, and the Parties shall thereafter meet and confer in good faith. The Party alleged to be in breach shall have 30 days from receipt of that notice to cure the alleged breach. No action to enforce this Settlement Agreement may be commenced, and no attorney fees or costs shall be recoverable, with respect to an alleged breach that is cured within that period.

10. 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 Jyoti:

Naoki S. Kaneko
Shook, Hardy & Bacon L.L.P.
5 Park Plaza, Suite 1600
Irvine, CA 92614
nkaneko@shb.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.

11. 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.

12. 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).

13. MODIFICATION

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

14. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties with respect to the subject matter hereof, and all prior negotiations, representations, and understandings

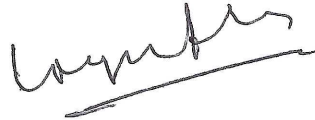
relating thereto are deemed merged into it. No representation or term of agreement other than those contained in this Settlement Agreement has been made by any Party.

15. 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: 9/24/26

Date: 9/22/2026

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: V. P. GUPTA
JYOTI NATURAL FOODS