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 Fisher King Seafoods Limited ("Fisher King"), on the other hand, with EHA and Fisher King 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 Fisher King 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 Fisher King manufactures, sells, and/or distributes for sale in California, manila clams products that contain cadmium and lead without first providing ta clear and reasonable warning as required by Health and Safety Code §§ 25249.5 *et seq.* ("Proposition 65"). Cadmium is listed pursuant to Proposition 65 as a chemical known to cause cancer and reproductive toxicity. Lead is listed pursuant to Proposition 65 as a chemical known to cause cancer and reproductive harm.

1.3 Product Description

The products covered by this Settlement Agreement are defined as, and expressly limited to Fisherking Manila Clams ("Covered Products"), that are manufactured, sold and/or distributed for sale in the State of California by Fisher King, Fisher King Releasees, and/or Released Parties as defined herein.

1.4 Notice of Violation

On or around August 7, 2026, EHA served Fisher King, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition

65 (“Notice”). The Notice alleged that Fisher King had violated Proposition 65 by failing to sufficiently warn consumers in California of the health hazards associated with exposures to cadmium and lead 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 Notice.

1.5 No Admission

Fisher King denies the material, factual, and legal allegations in the Notice and maintains that all of the products it manufactured, sells, sold and/or distributed for sale in the state of California, including Covered Products, have been and are in compliance with all laws. Fisher King maintains that it has not knowingly distributed, imported, manufactured, sold, or caused to be distributed, imported, manufactured, or sold the Products in the State of California in violation of Proposition 65. Nothing in this Settlement Agreement shall be construed as an admission by Fisher King 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 Fisher King of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Fisher King. This Section shall not, however, diminish or otherwise affect Fisher King'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 executed by the Parties.

1.7 Compliance Date

For purposes of this Settlement, the term “Compliance Date” means 90 days from the Effective Date.

2. INJUNCTIVE RELIEF

2.1 Cessation of Sales into California

Commencing on the Compliance Date, and continuing thereafter, Fisher King shall not sell in California, or distribute for sale in California, the Covered Products unless accompanied by

warnings as set forth in Section 2.3 below. As used in Section 2.1, "distribute for sale into the State of California" means to directly ship the Covered Products into the State of California or sell Covered Products to a distributor Fisher King knows will sell the Covered Products into the State of California. Fisher King may comply with the terms of this Consent Judgment by ceasing sales of Covered Products into the State of California in lieu of applying warnings.

Nothing in Section 2 of this Settlement Agreement is intended by either Party to set a precedent for the level of lead or other chemicals that are permissible in the Products or any consumer products under Proposition 65.

The Parties agree that Fisher King 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.

2.2 Reformulation Standard

Beginning on or before the Compliance Date, Fisher King shall be permanently enjoined from manufacturing, distributing, or directly selling in the State of California, any Covered Product that exposes a person to (a) a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of Cadmium based on a single serving per day or (b) a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead 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. The "Daily Lead Exposure Level" shall be calculated by multiplying the recommended serving size in Covered Product by the concentration of lead in Covered Products. As used in this Section 2, "distributed for sale into the State of California" means to directly ship Covered Products into the State of California or to sell Covered Products to a distributor Fisher King knows will sell Covered Products into the State of California.

2.3 General Warning Requirements

Commencing on the Compliance Date, Fisher King agrees any Covered Product sold that was not reformulated pursuant to paragraph 2.2 shall contain a Proposition 65 warning. Fisher King 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, a clear and reasonable warning is one that substantially complies with the applicable provisions in Title 27 of California Code of Regulations section 25607.1 and 25607.2, and, where Covered Products are offered for sale via the internet directly by Fisher King, also complies with the requirements of section 25602(b), or otherwise complies with California Health & Safety Code section 25249.6 or the Safe Drinking Water and Toxic Enforcement Act of 1986, as they are amended from time to time. Consistent with the aforementioned regulations, warnings for the Covered Products shall consist of a warning affixed to the packaging, label, tag, directly to each Covered Products sold in California by Fisher King, or on a placard, shelf tag, sign or electronic device or automatic process that contains one of the following statements:

If Warning for Cadmium

SHORT FORM

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

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 – www.P65Warnings.ca.gov/food.

If Warning for Lead

1) **"WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING:"**: Consuming this product can expose you to lead, 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.

SHORT FORM

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

SHORT FORM

3) **"WARNING:" [or] "CA WARNING:" [or] "CALIFORNIA WARNING:"** Can expose you to lead, a reproductive toxicant. See www.P65Warnings.ca.gov/food.

SHORT FORM ON A PRODUCT MANUFACTURED/ LABELED PRIOR TO 1/1/28, REGARDLESS OF DATE OF SALE

2) WARNING: Reproductive Harm – www.P65Warnings.ca.gov/food.

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 Fisher King where Covered Products are sold into the State of California.

There shall be no obligation for Fisher King 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, Fisher King 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 and lead in this product are no longer required, a lack of warning by Fisher King 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, Fisher King 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. Fisher King 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, Fisher King agrees to pay nineteen thousand dollars ($19,000.00) to EHA and its counsel for all fees and costs incurred in investigating, bringing this matter to the attention of Fisher King, and negotiating a settlement. The nineteen thousand dollars ($19,000.00) 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

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

4. CLAIMS COVERED AND RELEASED

4.1 EHA's Release of Fisher King

This Settlement Agreement is a full, final, and binding resolution of all claims between EHA, on its own behalf and not on behalf of the public, and Fisher King 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, officers, directors, shareholders, employees, agents, parent companies, subsidiaries affiliates, divisions and assignees (collectively "Releasors") against Fisher King and each of its respective parents, shareholders, agents, divisions, franchisees, licensees, customers, suppliers, distributors, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, (the "Fisher King Releasees") and any entity, including, but not limited to each entity to whom Fisher King directly or indirectly distributes or sells the Covered Products, including, but not limited to, its upstream and downstream distributors, wholesalers, customers, retailers (including but not limited to Tawa Supermarket, Inc.), franchisees, cooperative members and licensees ("Releasees"), based on the failure to warn about exposures to cadmium and lead required under Proposition 65 in the Covered Products manufactured, sold or distributed for sale in California by Fisher King before the Compliance Date,

as alleged in the Notice, 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 Fisher King 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 and lead required under Proposition 65 in the Covered Products manufactured, distributed, sold or offered for sale by Fisher King, before the Effective Date.

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Section 3 above, EHA, on behalf of itself, and on behalf of Releasors, hereby covenants not to sue and waives any right to institute, participate in, directly or indirectly, any form of legal action and releases all claims that it may have, including without limitation, all actions and causes of action in law and in equity, all obligations, expenses (including without limitation all attorneys' fees, expert fees, and investigation fees, and costs), damages, losses, liabilities and demands against Fisher King, Fisher King Releasees and Released Parties of any nature, character, or kind, whether known or unknown, suspected or unsuspected, limited to and arising out of the alleged or actual exposure to lead from use of the Products.

4.2 Fisher King's Release of EHA

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

5. PUBLIC BENEFIT

It is Fisher King's understanding that the commitments it has agreed to herein, and actions to be taken by Fisher King 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 Fisher King 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 Fisher King's

alleged failure to provide a warning concerning actual or alleged exposure to cadmium and lead 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 Fisher King 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 Fisher King:

Rebecca M. Lee
Amin Wasserman Gurnani LLP
515 South Flower Street, 18th Floor
Los Angeles, CA 90017
rlee@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: 11/05/26	Date: October 30, 2026
By: _____	By: Kim Langille
ENVIRONMENTAL HEALTH ADVOCATES, INC.	FISHER KING SEAFOODS LIMITED