SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. The Parties

This Settlement and Release Agreement ("Agreement") is entered into by and between Clean Product Advocates, LLC ("CPA"), on the one hand, and Rustichella D'Abruzzo S.p.A. ("Rustichella"), on the other hand, collectively referred to as the "Parties."

1.2. General Allegations

CPA alleges that Rustichella manufactured, distributed, and offered for sale in the State of California the Products identified in Section 1.3, containing cadmium and/or lead, and that such Products were sold without warnings required under the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 et seq., and its implementing regulations ("Proposition 65"). California has identified and listed cadmium and lead under Proposition 65 as chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

1.3. Product Description

The products covered by this Agreement (collectively, the "Products") are the following Rustichella products manufactured by Rustichella and imported, sold, offered for sale, or distributed in California by Manicaretti, Inc. or other entities in the distribution chain: (a) Organic Rice Penne Rigate, UPC 793232227078; (b) Organic Gluten Free Buckwheat Tortiglioni, UPC 793232227405; and (c) Organic Gluten Free Green Pea Fusilli, UPC 793232227351.

1.4. Notice of Violation

On August 19, 2026, CPA served three 60-Day Notices of Violation (collectively, the "Notices") on Rustichella; Nowhere Partners, LLC dba Erewhon; and various public enforcement agencies. The Notices provided those served, including the public enforcement agencies, with notice that Rustichella was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn California consumers and customers that use of the Products will expose them to cadmium and/or lead. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notices.

1.5. No Admission

The Parties enter into this Agreement to settle disputed claims as set forth herein and in the Notices. Rustichella denies the material factual and legal allegations contained in the Notices and maintains that the Products have been and are in compliance with Proposition 65. Nothing in this Agreement, including compliance with its terms, shall constitute or be construed as an admission

by Rustichella, Manicaretti, Inc., or any other Releasee of any fact, finding, conclusion, issue of law, or violation of law. Nothing in this Section diminishes Rustichella's obligations under this Agreement.

1.6. Effective Date

For purposes of this Agreement, the term "Effective Date" means the date this Agreement is fully executed by both Parties. The "Compliance Date" means the date six (6) months after the Effective Date.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

As of the Compliance Date, Rustichella shall, with respect to the Products it manufactures or supplies for sale in California, do one of the following: (a) cease supplying Products for sale in California, (b) manufacture or supply only Reformulated Products, as defined in Section 2.1, or (c) provide or arrange for a clear and reasonable Proposition 65 warning pursuant to Sections 2.2 and 2.3. Rustichella may fulfill these obligations through importers, distributors, or retailers, including Manicaretti, Inc., without imposing independent contractual obligations under this Agreement upon Manicaretti, Inc. or other nonparty entities.

2.1. Reformulation Standards

"Reformulated Products" shall mean:

(a) For Rustichella Organic Rice Penne Rigate, UPC 793232227078, an exposure to cadmium of less than 4.1 micrograms per day as calculated under Proposition 65;

(b) For Rustichella Organic Gluten Free Buckwheat Tortiglioni, UPC 793232227405, an exposure to cadmium of less than 4.1 micrograms per day and an exposure to lead of less than 0.5 micrograms per day as calculated under Proposition 65; and

(c) For Rustichella Organic Gluten Free Green Pea Fusilli, UPC 793232227351, an exposure to lead of less than 0.5 micrograms per day as calculated under Proposition 65.

For purposes of this Agreement, a person's daily exposure to cadmium from a Product shall be calculated as follows: micrograms of cadmium per gram of product, multiplied by the grams of product per serving (using the serving size stated on the product label or an average of the serving sizes if more than one serving size appears on the label), multiplied by the number of servings per day (which for the Products shall be one (1)).

For purposes of this Agreement, a person's daily exposure to lead from a Product shall be calculated as follows: micrograms of lead per gram of product, multiplied by the grams of product per serving (using the serving size stated on the product label or an average of the serving sizes if more than one serving size appears on the label), multiplied by the number of servings per day (which for the Products shall be one (1)).

Products supplied or contracted to be supplied to third parties by Rustichella or through its distribution chain before the Compliance Date shall be exempt from the requirements of this Section 2 and may be sold through as previously manufactured, packaged, and labeled.

2.2. Warning Option

Products that do not meet the Reformulation Standards set forth in Section 2.1 shall be accompanied by a warning as described in Section 2.3, to the extent applicable to Products Rustichella manufactures, supplies, or causes to be distributed for sale to consumers in California on or after the Compliance Date. Rustichella shall be responsible for providing or arranging for such warnings, including through Manicaretti, Inc., distributors, or retailers, without imposing independent contractual duties on any nonparty under this Agreement. No warning shall be required under this Agreement for Products supplied or contracted to be supplied to third parties before the Compliance Date, and such Products may be sold through as previously labeled.

2.3. Warning Language

2.3.1. A clear and reasonable exposure warning must be provided for Products that do not qualify as Reformulated Products under Section 2.1 and that Rustichella supplies or causes to be distributed into California on or after the Compliance Date, subject to Sections 2.1 and 2.2. The warning shall consist of either the Standard Warning under subsection (a) or the applicable Short-Form Warning under subsection (b), or a warning permitted by Section 2.4.

a. Standard Warning. The Standard Warning shall consist of the statement:

> **WARNING**: Consuming this product can expose you to chemicals including lead and cadmium, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food

or

b. Short-Form Warning. The Short-Form Warning shall consist of one of the statements below. The font size of the Short-Form Warning must be a minimum of 6-point type.

For Rustichella Organic Rice Penne Rigate, UPC 793232227078:

> **CA WARNING:** Risk of cancer and reproductive harm from exposure to cadmium. See www.P65Warnings.ca.gov/food.

For Rustichella Organic Gluten Free Buckwheat Tortiglioni, UPC 793232227405:

CA WARNING: Risk of cancer and reproductive harm from exposure to lead and cadmium. See www.P65Warnings.ca.gov/food.

For Rustichella Organic Gluten Free Green Pea Fusilli, UPC 793232227351:

CA WARNING: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

2.3.2. The Standard Warning or Short-Form Warning provided pursuant to Section 2.3 must:

a. contain the word "**WARNING:**" or the words "**CA WARNING:**" or "**CALIFORNIA WARNING:**" in all capital letters and bold print;

b. be affixed to or printed on the Product label, or on a posted sign, shelf tag, or shelf sign, or via any electronic device or process that automatically provides the warning to the purchaser prior to or during the purchase of the consumer product, without requiring the purchaser to seek out the warning;

c. be displayed with such conspicuousness, as compared with other words, statements, or devices on the label, labeling, or sign as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use; and

d. where provided on the food product label, be set off from other surrounding information and enclosed in a box.

2.3.3. Online/Internet Warning. If Products are sold through internet websites to customers located in California by Rustichella or through its distribution chain, the warning shall comply with California Code of Regulations, title 27, sections ("Sections") 25602(b) and 25600.2, including that it be provided using one or more of the following methods:

a. a warning on the product display page;

b. 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

c. an otherwise prominently displayed warning provided to the purchaser prior to completing the purchase; and

d. for websites of third-party internet sellers, by providing written notice in accordance with Section 25600.2.

If the warning is provided using the short-form warning label content pursuant to Section 25607.2(b), or this Agreement, the warning provided on the website may use the same content.

2.3.4. Foreign Language. Where a specific food product sign, label, or shelf tag used to provide a warning 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.

2.4. Compliance with Warning Regulations. Notwithstanding any other provision of this Agreement, Rustichella shall be deemed in compliance with the warning requirements of this Agreement if the Products bear warnings that comply with the applicable Proposition 65 warning regulations in effect at the time of sale or distribution.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In full satisfaction of the civil penalties, attorney's fees, costs, and other expenses claimed by CPA or its counsel in connection with the Notices, Rustichella shall pay, or cause to be paid on its behalf, the total settlement amount of Ten Thousand Dollars ($10,000) (the "Settlement Amount"), as set forth below. Payment may be made by Manicaretti, Inc. on behalf of Rustichella without making Manicaretti, Inc. a Party to this Agreement or imposing any contractual payment obligation upon Manicaretti, Inc. under this Agreement.

3.1. Civil Penalties

Five Hundred Dollars ($500) of the Settlement Amount shall be considered a civil penalty pursuant to California Health & Safety Code section 25249.12. Rustichella shall issue, or cause to be issued on its behalf, two separate checks within fifteen (15) days of the Effective Date, totaling Five Hundred Dollars ($500), as follows:

3.1.1. One check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of Three Hundred Seventy-Five Dollars ($375), representing 75% of the total civil penalty; and

3.1.2. One check payable to "Clean Product Advocates, LLC" in the amount of One Hundred Twenty-Five Dollars ($125), representing 25% of the total civil penalty.

3.2. Attorney's Fees and Costs

Nine Thousand Five Hundred Dollars ($9,500) of the Settlement Amount shall be paid by Rustichella, or on its behalf, to Cliffwood Law Firm, PC within fifteen (15) days of the Effective Date, for CPA's claimed investigation fees, costs, attorney's fees, and related expenses in connection with this matter.

4. PAYMENT PROCEDURES

4.1. All Payments owed to OEHHA (EIN: 68-0284486), pursuant to Section 3.1.1 shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties - Three August 19, 2026 Notices (Rustichella)") at the following address:

Attn: Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

4.2. All Payments owed to CPA pursuant to Section 3.1.2 shall be delivered to:

CPA
% Elham Shabatian, Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.3. All Payments owed to Cliffwood Law Firm, PC pursuant to Section 3.2 shall be delivered to:

Cliffwood Law Firm, PC
Attn: Elham Shabatian, Esq.
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.4. Proof of Payment. A copy of each check payable to OEHHA, shall be mailed to Cliffwood Law Firm, PC simultaneous with payment to Cliffwood Law Firm, PC pursuant to Section 3.2 at the address set forth in Section 4.3, as proof of payment to OEHHA.

5. RELEASE OF ALL CLAIMS

5.1. CPA's Release of Rustichella, Manicaretti, Inc., and Other Downstream and Upstream Releasees

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, CPA, on behalf of itself and its respective owners, principals, shareholders, officers, directors, employees, parents, subsidiaries, its past and current agents, representatives, attorneys, successors and/or assignees (collectively, "Releasors"), hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and fully releases all claims relating to the Products, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees, and attorney's fees) of any nature whatsoever, whether known or unknown,

fixed or contingent (collectively "Claims"), against (a) Rustichella; (b) any upstream or downstream entities in the distribution chain for the Products, including but not limited to Manicaretti, Inc., Nowhere Partners, LLC dba Erewhon, manufacturers, importers, distributors, wholesalers, vendors, licensors, licensees, auctioneers, retailers, franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users; and (c) the parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities, successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, as well as the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsections (a) and (b), above (collectively "Releasees"). CPA also, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees and *not* in its representative capacity, provides a general release herein which shall be effective as full and final resolution, and as a bar to Claims against the Releasees.

5.2. Rustichella's Release of CPA

Rustichella, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against CPA, its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by CPA and/or its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter or with respect to exposure to lead and/or cadmium from the Products.

5.3. California Civil Code § 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 Products will develop or be discovered. CPA, on behalf of itself only, on the one hand, and Rustichella, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up until six (6) months after the Effective Date, including all rights of action therefor. The Parties acknowledge that the claims released in Sections 5.1 and 5.2 may include unknown claims, and nevertheless waive California Civil Code Section 1542 as to 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.

CPA and Rustichella each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code Section 1542.

5.4. Deemed Compliance with Proposition 65.

The Parties agree that compliance by Rustichella with this Agreement shall constitute compliance with Proposition 65 with respect to exposures to lead and/or cadmium from the Products.

6. SEVERABILITY

If any provision of this Agreement is determined by a court to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, provided that such determination does not materially alter the intent or benefits of the Parties under this Agreement.

7. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California and apply within the State of California. If Proposition 65 is repealed or otherwise rendered inapplicable by reason of law generally, or as to the Products, Rustichella shall have no further obligations pursuant to this Agreement.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Agreement shall be in writing and personally delivered or sent by: (i) first-class (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the following addresses. All such correspondence and notices shall also be sent by email via the email addresses below.

For Rustichella D'Abruzzo S.p.A.:
Attn: Gianluigi Peduzzi
Piazza Vestini, 20
65019 Pianella (PE), Italy
Email: gianluigi@rustichella.it

With a copy to:
Manicaretti, Inc.
5332 College Ave. Suite 201
Oakland, CA 94618
Email: notices@manicaretti.com
Receiving notices shall not make Manicaretti, Inc. a Party to this Agreement or impose any obligations upon Manicaretti, Inc. under this Agreement.

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With a copy to:
Christopher Rendall-Jackson, Esq.
Farella Braun + Martel LLP
One Bush Plaza, Ste 900
San Francisco, CA 94104
Email: crendall-jackson@fbm.com

For Clean Product Advocates, LLC:
Elham Shabatian, Esq.
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025
Email: ellie@cliffwoodlaw.com

Any party, from time to time, may specify in writing to the other party a change of address or electronic mail to which all notices and other communications shall be sent.

9. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the Parties concerning its subject matter and supersedes all prior negotiations, discussions, representations, and agreements, whether written or oral, concerning such subject matter.

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

CPA shall be responsible for complying with all applicable settlement reporting requirements under California Health & Safety Code Section 25249.7(f).

12. MODIFICATION

This Agreement may be modified only by a written agreement signed by the Parties.

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13. AUTHORIZATION

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agreed to all of the terms and conditions of this Agreement.

Agreed to:

Date: October 29, 2026

Name: GIANLUIGI PEDUZZI
Title: PRESIDENT

Rustichella D'Abruzzo S.p.A.

Date: October __, 2026
10/29/2026

Name: Deki Yangzom, Director
Title:

Clean Product Advocates, LLC