

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Overseas Food Trading Ltd.

This Settlement and Release Agreement ("Settlement Agreement") is entered into by and between Clean Products Advocates, LLC ("CPA"), on the one hand, and Overseas Food Trading Ltd. ("Overseas"), on the other hand, with CPA and Overseas collectively referred to as the "Parties."

1.2. General Allegations

CPA alleges that Overseas distributed and offered for sale in the State of California "Octopus Fried Rice" containing Cadmium, and that such sales allegedly have not included warnings pursuant to 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 under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Overseas denies the general allegations asserted herein.

1.3. Product Description

The products that are covered by this Settlement Agreement are defined as Octopus Fried Rice that Overseas has imported, sold, offered for sale or distributed in the State of California. All such items shall be referred to herein as the "Products."

1.4. Notice of Violation

On September 9, 2022 CPA served Overseas Food Trading Ltd.; Costco Wholesale Corporation and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of California with a document entitled "60-Day Notice of Violation" ("Notice") that provided Overseas, Costco Wholesale Corporation and such public enforcers with notice that Overseas was allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products exposed users in the State of California to Cadmium. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein and in the Notice concerning Overseas' compliance with Proposition 65. Overseas specifically denies the material factual and legal allegations contained in CPA's Notice and maintains that all products that it has sold and distributed in the State of California, including the Products, have been and are in compliance with Proposition 65 or any other statutory, regulatory, common law or equitable doctrine. Nothing in this Settlement Agreement shall be construed as

an admission by Overseas of any fact, finding, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Overseas of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by Overseas on its behalf. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Overseas 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: REFORMULATION AND WARNINGS

As of the Effective Date, Overseas agrees to provide a clear and reasonable Proposition 65 warning on the Products pursuant to Section 2.2 below.

2.1. Exempted Products

Products that were supplied or contracted to be supplied to third parties by Overseas prior to 6 months after the Effective Date shall be deemed exempted from the requirements of this Section 2 and shall be permitted to be sold through as previously manufactured, packaged and labeled.

2.2. Product Warnings

Products that do not meet the warning exemption standard set forth in Section 2.1 above shall be accompanied by a warning as described in Section 2.3 below. This warning requirement shall only be required as to Products that are distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Overseas in the State of California.

2.3. Warning Language

(a) Overseas shall display one of the following warning statements on the packaging label of the Products, enclosed in a box:

(1) **WARNING:** Consuming this product can expose you to chemicals including Cadmium, which [is] 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

(2) **WARNING:** [Cancer and] Reproductive Harm- www.P65Warnings.ca.gov/food

Overseas may use "cancer and" in the warning at its sole discretion but is not required to do so by the terms of this Settlement Agreement. Overseas may begin or cease using "cancer and" in its warnings at its sole discretion. Overseas may include the names of additional chemicals in the warning if they are present in the Products at a level that Overseas reasonably believes would

require a Proposition 65 warning.

(b) The requirements for warnings, set forth in subsection (a) above, are imposed pursuant to the terms of this Settlement Agreement. The Parties recognize that these are not the exclusive methods of providing a warning under Proposition 65 and its implementing regulations. Overseas shall be deemed to be in compliance with the warning requirements of this Settlement Agreement by either adhering to this Section 2.3 or by complying with the Proposition 65 warning requirements adopted by the State of California Office of Environmental Health Hazard Assessment ("OEHHHA") as of or after the Effective Date.

(c) If Proposition 65 warnings for Cadmium should no longer be required, Overseas shall have no further obligations pursuant to this Settlement Agreement.

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

In full satisfaction of all potential civil penalties and attorney's fees, costs and any other expenses incurred by CPA or its counsel. Overseas shall pay the total Settlement amount of Twenty Thousand Dollars (\$20,000) (The "Settlement Amount") as set forth below.

3.1 Civil Penalties to Health & Safety Code 25249.7 (B):

One Thousand Dollars and Zero Cents (\$1,000.00) of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. Overseas shall issue two separate checks within ten (10) days of the Effective Date for a total amount of One Thousand Dollars and Zero Cents (\$1,000.00) as follows, and all payments shall be delivered to the addresses listed below.

3.1 (a) One Check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHHA") in the amount of Seven Hundred and Fifty Dollars and Zero Cents (\$750.00), representing 75% of the total civil penalty; and

3.1 (b) One check payable to "Clean Product Advocates, LLC" in the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00), representing 25% of the total civil penalty.

3.2 Attorney's Fees and Costs:

Nineteen Thousand Dollars and Zero Cents (\$19,000.00) of the total Settlement Amount shall be paid to Cliffwood Law Firm, PC within ten (10) days of the Effective Date, as CPA's attorneys, for reasonable investigation fees, and costs, attorney's fees, and any other cost incurred as a result of investigating and bringing this matter to Overseas' attention.

4. PAYMENT PROCEDURES

4.1 The Payment owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOV #2022-02131") 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 The Payment- owed to CPA, pursuant to Section 3.1(b) shall be delivered to:

c/o CPA
Attn: Elham Shabatian, Esquire
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

4.3 The Payment owed to Cliffwood Law Firm, PC pursuant to Section 4.3, shall be delivered to:

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

4.4 PROOF OF PAYMENT

A copy of the check payable to OEHHA shall be mailed to Cliffwood Law Firm, PC, simultaneous with payment to Cliffwood Law Firm, PC, at the address set forth above, as proof of payment to OEHHA.

5. RELEASE OF ALL CLAIMS

5.1. Release of Overseas, Downstream Customers and Upstream Vendors

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, "Releasers"), 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 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against (a) Overseas (b) each of Overseas' downstream distributors in the stream of commerce and any other upstream or downstream

entities in the distribution chain for the Products, including, but not limited to, manufacturers, wholesalers, vendors, licensors, licensees, auctioneers, retailers (including but not limited to Costco Wholesale Corporation), franchisees, dealers, shareholders, cooperative members, customers, owners, purchasers, third-party re-sellers, and users, (c) Overseas 's parent companies, corporate affiliates, subsidiaries, affiliates, doing business as entities ("DBAs"), successor companies, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, and (d) the employees, shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors, successors and assigns of any of the entities identified in subsection (a) and (c), 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 a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Overseas and the Releasees.

5.2 Overseas' Release of CPA

Overseas, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against CPA, her 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 her 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 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 Notice and relating to the Products will develop or be discovered. CPA on behalf of itself only, on one hand, and Overseas, on the other hand, acknowledge that this Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action thereof. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 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 Overseas each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

6. 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. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products, then Overseas shall have no further obligations pursuant to this Settlement Agreement.

7. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by:

(i) electronic mail; or (ii) overnight courier on any party by the other party at the following addresses:

For Overseas Food Trading Ltd.:

Harrison Osaki, Esquire
Johnson, Rovella, Retterer, Rosenthal & Gilles, LLP
318 Cayuga Street
Salinas, CA 93901

For Clean Product Advocates, LLC:

Elham Shabatian, Esquire
Cliffwood Law Firm, PC
12100 Wilshire Blvd, Suite 800
Los Angeles, CA 90025

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.

8. COUNTERPARTS; FACSIMILE/E-SIGNATURES

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

9. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions.

10. MODIFICATION

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

11. 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: November 1st, 2023

Signature: Stephane Picard

Name: Stephane Picard

Title: VP

Overseas Food Trading, Ltd.

Date: November 15th, 2023

Signature: N. Esmailzadeh

Name: Nafise Esmailzadeh

Title: Director

Clean Product Advocates, LLC