

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Clean Product Advocates, LLC and Season Brand, LLC

This Settlement Agreement is entered into by and between Clean Products Advocates, LLC ("CPA"), on the one hand, and Season Brand, LLC ("Season Brand"), on the other hand, with CPA and Season Brand collectively referred to as the "Parties." CPA alleges that it is a limited liability company 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.

1.2. General Allegations

CPA alleges that Season Brand manufactured and distributed and offered for sale in the State of California "Black Seaweed Pearls" containing Lead, and that such sales 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 Lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. Product Description

The products that are covered by this Settlement Agreement are defined as Black Seaweed Pearls that Season Brand has manufactured, imported, sold, offered for sale or distributed in California. All such items shall be referred to herein as the "Products."

1.4. Notice of Violation

On or about June 5, 2023, CPA served Season Brand, LLC and Grocery Outlet Inc. ("Grocery Outlet") 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 Season Brand, Grocery Outlet and such public enforcers with notice that Season Brand and Grocery Outlet were allegedly in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Products exposed users in California to Lead. 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 Season Brand's compliance with Proposition 65. Season Brand denies the material factual and legal allegations contained in CPA's Notice and maintains that all products that it has manufactured for sale and distribution in 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 Season Brand 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 Season Brand of any fact, binding, conclusion, issue of law, or violation of law, such being specifically denied by Season Brand. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Season Brand 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. REFORMULATION AND WARNINGS

Beginning one hundred eighty (180) days after the Effective Date (the "Commencement Date"), Season Brand, at its sole discretion, agrees to either (a) manufacture, import, or otherwise source for authorized sale in California only Reformulated Products, as defined pursuant to Section 2.1 below, or (b) provide a clear and reasonable Proposition 65 warning on the Products pursuant to Section 2.2 below.

2.1. Reformulation Standards

The Products shall be deemed to comply with Proposition 65 with regard to Lead and be exempt from any Proposition 65 warning requirements for Lead in the Products does not exceed 0.5 micrograms of Lead per day ("Reformulated Products"). Products that were supplied or contracted to be supplied to third parties by Season Brand prior to the Commencement 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.

For the Purpose of this Agreement, the amount of Lead a person is exposed to form the Products shall be calculated using the following formula: micrograms of Lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of servings in recommended dosage appearing on the product label), which equals micrograms of Lead exposure per day.

2.2. Warning Option

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 directly manufactured, distributed, marketed, imported, sold, shipped for sale or offered for sale to consumers by Season Brand in the State of California. No Proposition 65 warning shall be required for any Products that are supplied or contracted to be supplied to third parties by Season Brand prior to the Commencement Date, and all such Products are hereby deemed to be exempt from Proposition 65 enforcement.

2.3. Warning Language

(a) Where required to meet the criteria set forth in Section 2.2, Season Brand shall display one of the following warning statements on the packaging label of the Products that do not meet the warning exemption standard set forth in Section 2.1 above:

(1) **WARNING:** Consuming this product can expose you to chemicals including Lead, 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

Season Brand may use "cancer and" in the warning at its option. Season Brand may include the names of additional chemicals in the warning if they are present in the Products at a level that Season Brand 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. Season Brand 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 ("OEHHA") as of or after the Effective Date.

(c) If Proposition 65 warnings for Lead should no longer be required, Season Brand 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. Season Brand shall pay the total Settlement amount of nineteenth thousand (\$19,000) dollars (The "Settlement Amount") as set forth below.

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

One thousand (\$1,000) dollars of the Settlement Amount shall be considered a "civil penalty" pursuant to California Health and Safety Code. Season Brand shall issue two separate checks within ten (10) days of the Effective Date for a total amount of one thousand (\$1,000) dollars 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 ("OEHHA") in the amount of Seven Hundred and Fifty Dollars (\$750), 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 (\$250), representing 25% of the total civil penalty.

3.2 Attorney's Fees and Costs:

Eighteen Thousand Dollars (\$18,000) 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 Season Brand's attention.

4. PAYMENT PROCEDURES

4.1 All Payments owed to OEHHA, pursuant to section 3.1(a) shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties NOV #2023-01567") 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(b) shall be delivered to:

c/o CPA
Attn: Elham Shabatian
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 4.3, shall be delivered to:

Cliffwood Law firm, PC
Attn: Elham Shabatian

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 at the address set forth above, as proof of payment to OEHHA. CPA's counsel shall provide Season Brand with any and all requested W-9 forms.

5. RELEASE OF ALL CLAIMS

5.1. Release of Season Brand

This Settlement Agreement is a full, final, and binding resolution of all claims for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses, claims, causes of action, or any other sum that has been or could have been incurred or claimed by CPA, on its own behalf, on behalf of its past and current agents, representatives, attorneys, successors and assignees, against Season Brand and each of its respective parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, employees, attorneys, and any entity, including, but not limited to, each person or entity to whom Season Brand directly or indirectly distributes or sells the Products, including, but not limited to, its upstream and/or downstream manufacturers, distributors, wholesalers, customers, retailers (including but not limited to Grocery Outlet), franchisees, cooperative members and licensees ("Releasees"), arising out of or related to any alleged violation of Proposition 65, or any alleged violation of statutory or common law, arising from alleged exposures to the Lead in relation to the Products.

5.2 Season Brand's Release of CPA

Season Brand, 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 CPA and its attorneys and other representatives, for any and all actions taken or statements made by CPA 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 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 Season Brand, on behalf of itself only, 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 Sections 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.

The Parties acknowledge and understand the significance and consequences of this specific
waiver of California Civil Code § 1542.

6. PUBLIC BENEFIT

It is Season Brand's understanding that the commitments it has agreed to herein, and actions to
be taken by Season Brand 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 Season Brand 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 Season
Brand's alleged failure to provide a warning concerning actual or alleged exposure to Lead prior
to use of the Products it has or will distribute into the State of California, such private party
action would not confer a significant benefit on the general public as those Products addressed in
this Settlement Agreement, provided that Season Brand is in compliance with this Settlement
Agreement.

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

8. 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) overnight courier on any party by the other party at the following addresses:

For Season Brand, LLC:

Jonathan E. Temchin, Esq.
Tarter Krinsky & Drogin LLP
1350 Broadway
New York, NY 10018

For Clean Product Advocates, LLC:

Elham Shabatian Esq.
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.

9. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement 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 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

11. MODIFICATION

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

12. 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 6th, 2023

Signature: Meriem Zaim-Wadghiri

Name: Meriem Zaim-Wadghiri

Title: CEO Season Brand LLC

Date: November 6, 2023

Signature: Najia Esmail

Name: Najia Esmail

Title: Director CPA