

SETTLEMENT AGREEMENT

1. **INTRODUCTION**

1.1 The Parties. This Settlement Agreement is entered into by and between Marhaba International Inc. (“MARHABA”) and Ramy Eden (“EDEN”). MARHABA and EDEN are collectively referred to as the “Parties.” EDEN alleges that he is an individual who resides in the State of California and seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances present at commercial establishments as well as those contained in consumer products. EDEN alleges that MARHABA is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. (“Proposition 65”).

1.2 General Allegations. EDEN alleges that MARHABA’s “Marhaba Grape Seed Powder (Vitis Vivnfera)” (herein, “Covered Product”) contains lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin. EDEN alleges that the Covered Product exposes consumers to lead at a level requiring a Proposition 65 warning, that MARHABA manufactures, distributes, and/or offers for sale in the State of California the Covered Product, and that MARHABA failed to provide individuals the health hazard exposure warning required by Proposition 65 concerning the Covered Product before exposing individuals to the Covered Product. MARHABA denies these allegations.

1.3 Notice of Violation. On or about June 11, 2024, EDEN served MARHABA and various public enforcement agencies with a notice of violation which was assigned Attorney General No. 2024-02321. The notice of violation alleged that MARHABA was in violation of California Health & Safety Code § 25249.6 for exposing individuals to lead in the Covered Product without first providing a clear and reasonable exposure warning. No public enforcer has diligently prosecuted the allegations set forth in the notice of violation.

1.4 No Admission. MARHABA denies the material, factual, and legal allegations contained in the notice of violation. Nothing in this Settlement Agreement shall be construed as an admission by MARHABA 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 MARHABA of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by MARHABA. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the notice of violation, MARHABA maintains it has not violated Proposition 65.

2. **EFFECTIVE DATE**

2.1 Effective Date. For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date on which EDEN executes this Settlement Agreement and returns it to MARHABA.

3. INJUNCTIVE RELIEF

3.1 Reformulation or Warnings. For the Covered Product, MARHABA agrees to undertake or cause to be undertaken on its behalf, either: (a) reformulation of the Covered Product so that it complies with the reformulation requirement set forth in section 3.2 below; or (b) provision of the warnings set forth in section 3.3 below. Compliance with either section 3.2 or 3.3 below shall constitute compliance by MARHABA with Proposition 65 regarding exposure to lead in the Covered Product.

3.2 Reformulation. The Covered Product shall be deemed to comply with Proposition 65 and be exempt from any Proposition 65 warning requirements with respect to lead if the Covered Product contains no more than 0.5 micrograms of lead per tablespoon.

3.3 Warnings. If the Covered Product does not comply with section 3.2 above, MARHABA shall use one of the following warning content options (“Warning Content”), however, MARHABA shall not be able to use Option 4 on or after January 1, 2028:

Option 1:

WARNING: Consuming this product can expose you to lead, which is 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.

Option 2:

Risk of [cancer and] reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

Option 3:

Can expose you to lead, a [carcinogen and] reproductive toxicant. See www.P65Warnings.ca.gov/food.

Option 4:

WARNING: [Cancer and] Reproductive Harm - <http://www.p65warnings.ca.gov/food>.

MARHABA shall use the phrase “cancer and” in the Warning Content if MARHABA has reason to believe that the Covered Product contains more than 15 micrograms of lead per tablespoon.

MARHABA shall provide the Warning Content to California consumers in a manner that complies with the methods of transmission set forth in 27 C.C.R. section 25607.1.

In addition, for any Covered Product sold over the Internet by MARHABA, the Warning Content shall appear prior to checkout on the primary product page; as a pop-up when a California zip code is input for the

shipping address for the Covered Product on the checkout page; or on the checkout page in full text or through a clearly marked hyperlink using the word “WARNING” in all capital and bold letters when a California shipping address is input for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying either the Option 1 Warning Content or the Option 2 Warning Content without other content that detracts from the Warning Content. An asterisk or other identifying method must be used to identify which products on the checkout page are subject to the Warning Content.

The Warning Content shall be at least the same size as the largest of any other health or safety warnings also appearing on the label (or website, if applicable) and the word “WARNING” shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of the Warning Content on the average lay person shall accompany the Warning Content. Further, no statements may accompany the Warning Content that state or imply that the source of the listed chemical has an impact on, or results in, a less harmful effect of the listed chemical.

For the Option 2 Warning Content, a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline shall be placed to the left of the text of the Warning Content, in a size no smaller than the height of the word “WARNING.”

MARHABA must display or direct consumers to the above Warning Content with such conspicuousness, as compared to other words, statements, or designs on the label, or on its website (if applicable) to render the Warning Content likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product. Where consumer information is provided on the Covered Product in a language other than English, the Warning Content must also be provided in that language in addition to English.

For purposes of this Settlement Agreement, the term “label” means a display of written, printed, or graphic material that is printed on, or affixed to, the Covered Product or its immediate container or wrapper.

For purposes of this Settlement Agreement, where MARHABA is required to provide a warning for a Covered Product, MARHABA may satisfy the warning requirement by complying with all the requirements of 27 C.C.R. section 25600.2 (2020).

3.4 Exemption for Previously Manufactured Covered Product. The warning requirements in section 3.3 shall only be required as to Covered Product manufactured after the Effective Date. Covered Product manufactured on or before the Effective Date is hereby deemed exempt from Proposition 65 warnings with respect to lead.

3.5 Changes to Proposition 65. If, after the Effective Date, changes are enacted to Proposition 65 or its implementing regulations which require the use of additional or different information on any warning applicable to the Covered Product (“New Warnings”), the Parties agree that the New Warnings may be used in place of the warnings set forth in section 3.3.

4. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

Pursuant to California Health and Safety Code § 25249.7(b)(2), and in settlement of all the claims alleged in the Notice or referred to in this Settlement Agreement, MARHABA shall pay a total of four thousand dollars (\$4,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to EDEN. The Civil Penalty payments shall be delivered to the addresses identified in § 4.2, below.

4.1 Date for Payment of Civil Penalty. Within seven (7) days of the Effective Date, MARHABA shall issue two separate checks for the Civil Penalty payment:

- (a) one check made payable to “OEHHA” in the amount of three thousand dollars (\$3,000.00);
- and
- (b) one check made payable to “Ramy EDEN” in the amount of one thousand dollars (\$1,000.00).

The Civil Penalty payments shall be delivered to the addresses identified in § 4.2, below.

4.2 Payment Procedures.

(a) Issuance of Payments. Payments shall be delivered as follows:

- (i) The payment owed to EDEN, pursuant to § 4 shall be delivered to the address set forth in EDEN’s IRS Form W-9.
- (ii) The payment owed to OEHHA pursuant to § 4 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

(b) Copy of Payments to OEHHA. MARHABA agrees to provide EDEN's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payment to EDEN, which copy shall be delivered to the address provided in § 9(a), as proof of payment to OEHHA.

(c) Tax Documentation. MARHABA agrees to provide a completed IRS 1099 for its payments to, and EDEN agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

- (i) "Ramy EDEN" whose address and tax identification number shall be provided within five (5) days after this Settlement Agreement is executed by EDEN;
- (ii) "Jarrett Charo APC" (EIN: 84-2408511) at the address provided in Section 9(a); and
- (iii) "Office of Environmental Health Hazard Assessment" (EIN: 68-0284486) 1001 I Street, Sacramento, CA 95814.

5. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that EDEN and his counsel offered to reach preliminary agreement on the material terms of this dispute before reaching terms on the amount of fees and costs to be reimbursed to them. The Parties thereafter reached an accord on the compensation due to EDEN and his counsel under general contract principles and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the settlement of this matter. Under these legal principles, MARHABA shall reimburse EDEN's counsel for fees and costs incurred as a result of investigating and bringing this matter to MARHABA's attention and negotiating a settlement in the public interest. Within seven (7) days of the Effective Date, MARHABA shall issue one check payable to "Jarrett Charo APC" in the amount of fifteen thousand dollars (\$15,000.00) and deliver it to the address identified in § 9(a) below. Neither Party shall be deemed to have been a prevailing party, and except as set forth in this Agreement, each Party shall bear its own attorneys' fees and costs incurred or expended, directly or indirectly, in connection with the underlying dispute regarding the Products and they each waive any and all rights to attorneys' fees, costs and expenses.

6. RELEASE OF ALL CLAIMS

6.1 Release of MARHABA and all affiliated entities. This Settlement Agreement is a full, final and binding resolution between EDEN, acting on his own behalf, and MARHABA of any violation of Proposition 65 that EDEN asserted or could have asserted for himself for or on behalf of his past and current agents, representatives, attorneys, successors, and/or assigns (“Releasers”) against MARHABA and its parents, subsidiaries, assigns, predecessors, successors, affiliated entities, directors, officers, members, employees, agents, and attorneys (collectively “Releasees”), based on the alleged failure to warn about exposures to the listed chemical under Proposition 65 in the Covered Product up through the Effective Date, as alleged in the notice of violation. However, any entity that is required to provide the warnings pursuant to 27 C.C.R. section 25600.2 and does not do so, is not released pursuant to this provision. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposures to the listed chemical in the Covered Product.

6.2 MARHABA’s Release of EDEN. MARHABA, on behalf of itself, its past and current officers, directors, shareholders, employees, agents, attorneys, successors, assignees, representatives, parent companies, subsidiaries and divisions, hereby waives any and all claims against EDEN, his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by EDEN and/or his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against MARHABA with respect to the Covered Product.

6.3 California Civil Code § 1542. It is possible that other claims not known to the Parties arising out of the facts alleged in the notice of violation and relating to alleged violations of Proposition 65 concerning the Covered Product will develop or be discovered. EDEN on behalf of himself only, on one hand, and MARHABA, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action therefor. The Parties acknowledge that the claims released in sections 6.1 and 6.2 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.

EDEN and MARHABA each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

6.4. Public Benefit. MARHABA understands that the commitments agreed to in this Settlement Agreement, and actions to be taken by them under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in California Code of Civil Procedure § 1021.5 and California Code of Regulations tit. 11, § 3201. As such, it is MARHABA's intent that, to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to MARHABA's alleged failure to provide Proposition 65 warnings concerning the Covered Product, such private party action would not confer a significant benefit on the general public as to the Covered Product, provided that MARHABA is in material compliance with this Settlement Agreement.

7. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement Agreement.

8. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the law of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable or limited by reason of law generally, or as to the listed chemical referenced in the notice of violation, then MARHABA may provide written notice to EDEN of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Product is so affected.

9. NOTICES

Unless specified in this Settlement Agreement, all correspondence and notices required to be provided pursuant to this Settlement Agreement to any party to the agreement shall be in writing and personally delivered or sent to that party—via: (i) first-class registered or certified mail with return receipt requested; (ii) overnight or two-day courier; or (iii) email—at the following addresses:

- (a) For EDEN:

Jarrett S. Charo
Jarrett Charo APC
4079 Governor Drive, No. 1018
San Diego, CA 92122
jcharo@charolaw.com

- (b) For MARHABA:
Michael Carr
500 N. Brand Blvd., Ste. 1500
Glendale, CA 91203
mdc@kpclegal.com
- (c) For MARHABA:
Sayedul Alam, President
Marhaba International Inc.
d/b/a Kalustyan's
123 Lexington Avenue
New York NY 10016
alam@kalustyans.com
- (d) For MARHABA:
Samuel Friedman, Esq.
225 Broadway, Suite 3800
New York, New York 10007
SamuelFriedmanLaw@gmail.com

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

10. COUNTERPARTS: SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile, .pdf signature, or Docusign signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Signatures by scanned and emailed image or facsimile transmission shall have the same force and effect as original signature and as an electronic record adopted and executed by a Party with the intent to sign the electronic record pursuant to Civil Code §§ 1633.1 et seq.

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

EDEN agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f).

12. MODIFICATION

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

13. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related the Settlement Agreement shall be deemed to have been merged within it. No representations or terms of agreement other than those contained in this Settlement Agreement exist or have been made by either party to the agreement to the other party regarding the Settlement Agreement's subject matter. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement have been made by, or relied on, any Party.

14. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood, and agree to all of the terms and conditions contained in this Settlement Agreement.

15. ENFORCEMENT

In the event that a Party to this Agreement believes the other Party is in breach hereof, it will promptly notify the other Party of its belief and the basis for it in writing. Thereafter, the Party alleged to be in breach shall have sixty (60) days to cure any such breach. If the alleged breach is not cured within such time, the notifying Party shall have the right to seek legal redress and/or remedy as that Party deems appropriate.

16. CONFIDENTIALITY

Except as may be required by law or necessary for purposes of effectuating the terms of this Settlement Agreement, the Parties and their respective counsel shall not disclose orally or in writing, directly or indirectly, the existence or terms of this Settlement Agreement (including the amount of any payment made hereunder), or the discussions, negotiations, and communications that led to this Settlement Agreement, to any person or entity without the prior written consent of one another. The Parties shall make no comment on the settlement, including the discussions, negotiations, and communications that led to the settlement, other than the statement (solely in response to an unprovoked or unsolicited inquiry) that all claims have been resolved by the Parties. Notwithstanding the foregoing, the Parties and their respective counsel may disclose this Settlement Agreement to their attorneys, accountants, financial and tax advisors, and investors, and as otherwise required in the operation of their respective businesses, including, but not limited to, suppliers and distributors, so long as any such third parties are made aware of this confidentiality provision and agree to abide by it, and, to the extent required by law, to a court, or pursuant to any other compulsory process or law, including disclosure of

material terms pursuant to Rule 3.770 of the California Rules of Court.

17. REPRESENTATIONS AND WARRANTIES

Plaintiff's counsel, including any attorneys practicing under its name, hereby represents and warrants that as of the Effective Date, it is not aware of any other person or attorney that believes that he, she or it has a claim against MARHABA, or is considering filing such a claim, and that it has not, and has no present intention to, refer any actual or potential disputes relating to MARHABA to any other attorneys or law firm, or encourage any such attorneys or law firms to pursue claims related to their Actions against the MARHABA. This representation and warranty is intended to comply with section 1-500(A) of the California Rules of Professional Conduct and does not restrict Plaintiffs' Counsel or any of its attorneys from practicing law.

Agreed and accepted:

5/20/2025

Date:

By:

Signed by:

Ramy Eden
14D08191F02B41A

Ramy Eden

Agreed and accepted:

Date:

5/20/25

By:

Sayedul Alam

Sayedul Alam as President of Marhaba International Inc.